

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
JULY 12, 2021
5:30 P.M.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ACTION TO CHANGE AGENDA

1. CONSENT AGENDA

All items listed under the consent agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1.1 MINUTES – JUNE 26, 2021
- 1.2 BILLS PAYABLE THROUGH JULY 8, 2021
- 1.3
- 1.4

2. PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 WILDWOOD STORMWATER PROJECT
- 3.2 2021 STREET PROJECT BID RESULTS
- 3.3 PLANNING COMMISSION MINUTES – JUNE 29, 2021
- 3.4 LIFT STATION IMPROVEMENTS
- 3.5 FUTURE ANNEXATION DISCUSSION
- 3.6 2022 TRANSIT RESOLUTION
- 3.7 FIRE HYDRANTS/TREE TRIMMING
- 3.8 DONATION RESOLUTION
- 3.9 APPLEFEST RUN TO THE EDGE REQUEST
- 3.10 REVIEW EMERGENCY POWERS RESOLUTION

4. UNFINISHED BUSINESS

- 4.1

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
JULY 12, 2021
5:30 P.M.

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1

6.2

6.3

7. CORRESPONDENCE

7.1

7.2

7.3

8. CHAMBER OF COMMERCE

8.1

9 ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
JUNE 28, 2021

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of June was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, June 28, 2021.

Pursuant to Minn. Stat. § 13D.021 and due to the COVID-19 pandemic, members of the City Council and City Staff were given the option to attend the meeting by telephone or Zoom. Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cheryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present was City Administrator Bill Waller, City Attorney Skip Wieser, City Engineer Tim Hruska, and City Administrative Assistant Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented. There were no changes requested.

ITEM 1 – CONSENT AGENDA

At this time, the Mayor read the following items to be considered as part of the Consent Agenda for this regular meeting:

- 1.1 MINUTES – MAY 24, 2021
- 1.2 MINUTES – JUNE 14, 2021
- 1.3 BILLS PAYABLE THROUGH JUNE 24, 2021

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cheryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.1 – REVIEW WILDWOOD STORMWATER PROJECT

City Engineer Hruska reviewed with City Council that on June 2, 2021, he and City Administrator Waller, along with City Council Members Dale Williams and Cheryl Jostad, met with the property owners in the Wildwood development that would be served by the stormwater improvement project. City Engineer

Hruska reviewed the project with those in attendance, and proposed a cost-split for the project where the City would pay one-half of the project costs, and the impacted property owners would pay the other one-half of the project cost. Both of the property owners have indicated a willingness to pay \$2,500.00 each towards the project. City Council reviewed a correspondence from one of the property owners, along with the plat and grading plan for the development. City Engineer Hruska and City Attorney Wieser also reviewed with City Council various documents relating to the Wildwood Stormwater Project. The documents included the following: a memo from the City Engineer; the Development Agreement for the project; the City-Owner contract for the project; the Maintenance and Ownership Agreement for the project; and a review of the final plat for conformance of the City Subdivision Ordinance that was done by the former City Engineer. City Council reviewed an Agenda Request from JoAnne Wieser and photos were reviewed. Discussion followed by the City Council. Following discussion, Member Jostad made a motion, seconded by Member Williams, as follows:

MOTION TO APPROVE THE ESTIMATE FROM ZENKE, INC., CONTINGENT UPON THE FOLLOWING:

- 1. BOTH PROPERTY OWNERS AT 818 AND 812 WILDWOOD COURT (“INDIVIDUAL PROPERTY OWNERS”) CONTRIBUTE THE SUM OF \$4,500.00 TO THE CITY OF LA CRESCENT (“CITY”);**
- 2. THE INDIVIDUAL PROPERTY OWNERS CONVEY PUBLIC EASEMENTS TO THE CITY; AND**
- 3. THE INDIVIDUAL PROPERTY OWNERS ENTER INTO AN AGREEMENT WITH THE CITY WAIVING LIABILITY.**

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Dale Williams	Yes

and Member Teresa O’Donnell-Ebner and Mayor Mike Poellinger voted against the same. The motion was declared duly carried by a 3-2 vote.

Following further discussion, Member Williams made a motion, seconded by Member Hutchinson, as follows:

MOTION TO REQUIRE THE ABOVE AGREEMENT TO INCLUDE A PROVISION THAT BOTH INDIVIDUAL PROPERTY OWNERS AGREE TO BRING THEIR LANDSCAPING INTO COMPLIANCE WITH MINNESOTA BUILDING CODE WITHIN SIXTY (60) DAYS OF COMPLETION OF THE ZENKE, INC. WORK AND THAT SAID AGREEMENT BE BROUGHT BACK AT A FUTURE CITY OF LA CRESCENT COUNCIL MEETING.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.2 – HIGH SCHOOL DITCH STORMWATER PROJECT QUOTES

City Engineer Hruska reviewed with City Council the two quotes for the High School Ditch Stormwater project. The project will make repairs around the two outlets south of South 11th Street and about a 50' repair to the edge of the ditch. The two quotes received were as follows: Gerke Excavating, Inc. of Onalaska, WI for \$10,606.00; and Zenke Inc. of La Crescent, MN for \$11,600.00. It was recommended to City Council to award the project to Gerke Excavating as they were the low responsive, responsible bidder. City Council reviewed an Agenda Request from Laurie Sexauer. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad, as follows:

MOTION TO AWARD THE HIGH SCHOOL DITCH STORMWATER PROJECT TO GERKE EXCAVATING IN THE AMOUNT OF \$10,606.00.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.3 – ALTERNATIVE LANDSCAPING EQUIPMENT GRANT

City Sustainability Coordinator, Jason Ludwigson, reviewed with City Council information about the Alternative Landscaping Equipment grant. The grant will replace the current 2-cycle gasoline-powered landscape equipment with electric/battery-powered equipment. The grant from the Minnesota Pollution Control Agency in the amount of \$1,580.00 was awarded to the City of La Crescent on June 1, 2021. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, as follows:

MOTION TO ACCEPT THE ALTERNATIVE LANDSCAPING EQUIPMENT GRANT FROM THE MINNESOTA POLLUTION CONTROL AGENCY IN THE AMOUNT OF \$1,580.00.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.4 – FLEET ELECTRIFICATION ADVISORY PROGRAM

City Sustainability Coordinator, Jason Ludwigson, reviewed with City Council information about the Fleet Electrification Advisory Program. Sawatch Labs is the company that Xcel contracts with for the Fleet Electrification Advisory Program. Currently the City is planning to complete the study on 14 city vehicles. The contract is estimated by Mary Till with Sawatch Labs to be \$10,042.19. Xcel will fully reimburse the City for these funds per the Fleet Electrification Advisory Program agreement upon completion of the work by Sawatch Labs. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams, as follows:

MOTION TO APPROVE THE QUOTE/AGREEMENT WITH SAWATCH LABS FOR THE FLEET ELECTRIFICATION ADVISORY PROGRAM IN THE AMOUNT OF \$10,042.19 WHICH WILL BE FULLY REIMBURSED BY XCEL UPON COMPLETION OF THE WORK BY SAWATCH LABS.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.5 – REIMBURSEMENT RESOLUTION

City Administrator Waller reviewed with City Council a memo from Tammy Omdal, Managing Director of Northland Securities, regarding a Resolution of intent to reimburse for the purchase of the property at 332 South 1st Street in La Crescent. The City plans to acquire the property for the purpose of construction of a new municipal building to be used for City Hall. For the City to reserve the authority to reimburse itself for the property acquisition cost from bond proceeds, the Council must approve a resolution declaring the official intent of the City to reimburse certain expenditures from the issuance of bonds. City Council reviewed the proposed Resolution. The memo also included information regarding the process for CIP Bonds. The purpose of the resolution is to reserve the City's authority to reimburse itself in the future from bond proceeds, if, and when, bonds are issued. Following review and discussion, Member Hutchinson introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 06-21-22

**RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF
LA CRESCENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE ISSUANCE
OF BONDS**

WHEREAS, the Internal Revenue Service has issued Treasury Regulations, Section 1.1502 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse an issuer for any project expenditure paid prior to the time of the issuance of those bonds; and

WHEREAS, the Regulations generally require that an issuer make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment); and

WHEREAS, the City Council (the "Council") of the City of La Crescent, Minnesota (the "City") has heretofore determined and declared that it is in the best interest of the City to issue general obligation bonds, in an amount not to exceed \$250,000 (the "Bonds"), to finance the costs of certain property acquisition (the "Project").

WHEREAS, the Council is authorized under Minnesota Statutes, 475.521 (the "Act") to prepare a capital improvement plan and carry out programs for financing certain capital improvements. The City may issue general obligation bonds pursuant to the Act to finance the cost of capital improvements described in the plan

WHEREAS, the Council before the approval of the Plan and issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

WHEREAS, pursuant to the Act, the City plans to cause to be prepared a five-year capital improvement plan (the "Plan"), which will describe certain capital improvements in the City for a five year period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota, as follows:

1. Official Intent Declaration. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds for costs of the Project incurred and paid for prior to the issuance thereof.

ADOPTED this 28th day of June, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member Williams and upon a roll call vote taken and tallied by the City Administrator, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the resolution duly passed and adopted.

ITEM 3.6 – PERSONNEL COMMITTEE RECOMMENDATION

City Administrator Waller reviewed with City Council a recommendation from the Personnel Committee to accept the resignation of Todd Duerwachter as a Firefighter from the La Crescent Fire Department. City Council reviewed a memo from the Fire Chief regarding this. Following discussion, Member Williams made a motion, seconded by Member Jostad, as follows:

MOTION TO ACCEPT THE RESIGNATION OF TODD DUERWACHTER AS A FIREFIGHTER FROM THE LA CRESCENT FIRE DEPARTMENT.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.7 – AGENDA REQUEST – F.D. 100 YEAR CELEBRATION

City Council reviewed an agenda request and memo from Josh Tarrence, Assistant Chief/Fire Marshal, of the La Crescent Fire Department regarding a celebration for the La Crescent Fire Department's 100 years of service to the City of La Crescent that occurred in 2020 but unfortunately due to the COVID 19 pandemic had to be postponed. The celebration has been rescheduled for Saturday, August 7th, 2021. The event is to include the following: Past and Present Firefighter Luncheon; Fire Department Family Open House; Chicken Q; and Community Street Dance. The Fire Department requested the City Council's permission to close South 1st Street from South Oak Street to the municipal parking lot from 8:00 am to 5:00 pm then close the rest of South 1st Street to South Walnut Street until midnight. They also requested

the City Council's permission to hold the street dance, which will be located on South 1st Street from 7:00 pm to 11:00 pm. The event and road closure have been discussed with Police Chief Doug Stavenau and he has approved. Chief Stavenau will also provide Police Reserves for the event. Following discussion, Member Williams made a motion, seconded by Member Hutchinson, as follows:

MOTION TO APPROVE THE STREET CLOSURE OF SOUTH 1ST STREET FROM SOUTH OAK STREET TO THE MUNICIPAL PARKING LOT FROM 8:00 AM TO 5:00 PM AND TO CLOSE THE REST OF SOUTH 1ST STREET TO SOUTH WALNUT STREET UNTIL MIDNIGHT AND ALSO APPROVE A STREET DANCE LOCATED ON SOUTH 1ST STREET FROM 7:00 PM TO 11:00 PM FOR THE LA CRESCENT FIRE DEPARTMENTS 100 YEARS OF SERVICE CELEBRATION ON AUGUST 7, 2021.

Upon a roll call vote taken and tallied by the City Administrator, all Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.8 – UPDATE ON LIBRARY REOPENING AND FINE CHANGES

Kayce Gentry, Library Director for the La Crescent Public Library, reviewed with City Council a recommendation from the La Crescent Library Board of Trustees for a new fine policy for the La Crescent Public Library. Under the current fine policy, children's books do not accrue overdue fines, while adult books, magazines, and puzzles accrue fines of \$0.20 per day and audiovisual materials (DVDs and music CDs) accrue overdue fines of \$0.50 per day. The Board moved to change the fine policy so that only new adult books would accrue fines of \$0.20 per day with all other materials no longer accruing overdue fines. The purpose of this change is to make using the library easier and more equitable, particularly for low-income patrons. When the library eliminated fines on children's books in 2019, it made using the library easier for families throughout the community. The Library Board would like to build on that now by making a larger portion of the collection fine-free. The impact on the library's budget would be minimal. Due to the pandemic, the library ceased to collect any overdue fines from March of 2020 to May of 2021 with only a small loss to expected revenue. Overall, this change would reduce the library's revenue by approximately 0.5%. The decrease in revenue from fines over the last few years has been much surpassed by the Library's increasing fundraising through the Friends of the Library and increased use of other revenue generating services (printing, copying, faxing). It was recommended to City Council to approve this new fine policy. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad, as follows:

MOTION TO APPROVE THE NEW FINE POLICY PER THE RECOMMENDATION FROM THE LA CRESCENT LIBRARY BOARD OF TRUSTEES FOR THE LA CRESCENT PUBLIC LIBRARY.

Upon a roll call vote taken and tallied by the City Administrator, all Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 5.1 – MAYOR’S COMMENTS – RESPONSE TO STUDENTS

City Council reviewed a letter from Mayor Poellinger in response to the student who wrote to the City regarding increasing the number of chickens allowed to be kept at residences in the City. No action taken.

ITEM 6.1 – EXPLORE LA CROSSE

City Council reviewed the Agenda from the June 15, 2021 La Crosse County Convention & Visitors Bureau Online Board Meeting, which included the Minutes from the May 18, 2021 Online Board Meeting. No action taken.

ITEM 8 – CHAMBER OF COMMERCE

Brad Helstad of the La Crescent Chamber of Commerce stated there were no updates from the Chamber.

Member Williams requested that low hanging branches and fire hydrant painting be included on the next City Council agenda.

There being no further business to come before the Council at this time, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, to adjourn the meeting. Upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:58 PM.

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: July 8, 2021
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending July 8, 2021. We would suggest that the City Council approve the payment of the bills as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
360BRANDS, INC						
777860	CITY HALL - CLEANING	06/01/2021	460.00	.00		
Total 9880:			460.00	.00		
3P ADMINISTRATORS, INC.						
6/28/21 K.C.	CHILD CARE REIMB.-P/R DEDUCTED	06/29/2021	81.78	81.78	06/29/2021	
6/29/21 R.Q.	MEDICAL REIMB P/R DEDUCTED	07/01/2021	125.00	125.00	07/01/2021	
Total 9457:			206.78	206.78		
A1 PRECISION PUMPING INC						
9281	GC - PUMP OUTHOUSES & SEPTIC TANK	06/08/2021	640.00	.00		
9326	CAMERA & INSPECT WATER LINE	06/26/2021	250.00	.00		
9347	GRINDER PUMP - 534 SHORE ACRES	06/21/2021	250.00	.00		
Total 9080:			1,140.00	.00		
ABILITY BUILDING CENTER INC						
9818	FD - CLEANING COMM RM	05/31/2021	215.00	.00		
9818	FD - CLEANING STATION	05/31/2021	172.00	.00		
Total 8085:			387.00	.00		
ACENTEK						
6/21 STMT	CITY HALL PHONE CHARGES	06/30/2021	349.16	.00		
6/21 STMT	POLICE PHONE CHARGES	06/30/2021	340.01	.00		
6/21 STMT	B&Z PHONE CHARGES	06/30/2021	49.88	.00		
6/21 STMT	PUBLIC WORKS PHONE CHARGES	06/30/2021	49.88	.00		
6/21 STMT	STREET PHONE CHARGES	06/30/2021	44.69	.00		
6/21 STMT	POOL PHONE CHARGES	06/30/2021	179.96	.00		
6/21 STMT	ARENA PHONE CHARGES	06/30/2021	275.71	.00		
6/21 STMT	LIBRARY PHONE CHARGES	06/30/2021	139.91	.00		
6/21 STMT	FIRE DEPT PHONE CHARGES	06/30/2021	509.69	.00		
6/21 STMT	WATER PHONE CHARGES	06/30/2021	88.36	.00		
6/21 STMT	SEWER PHONE CHARGES	06/30/2021	104.68	.00		
6/21 STMT	LIC BUR PHONE CHARGES	06/30/2021	177.65	.00		
6/21 STMT	GOLF COURSE PHONE CHARGES	06/30/2021	438.11	.00		
6/21 STMT	BRUSH SITE PHONE CHARGES	06/30/2021	37.16	.00		
6/21 STMT	PARK ACCESS POINT @KISTLER PARK	06/30/2021	1,592.22	.00		
Total 24:			4,377.07	.00		
AFLAC						
6/21 STMT	INSURANCE PREMIUMS	07/01/2021	165.62	.00		
Total 72:			165.62	.00		
AFSCME						
6/21 DUES	PAYROLL DEDUCTED UNION DUES	07/01/2021	724.60	.00		
Total 25:			724.60	.00		
AMAZON CAPITAL SERVICES						
14FT-WLFH-3CP	PARKS - SAFETY GLASSES	06/28/2021	104.96	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9956:			104.96	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#20	ANIMAL RESCUE - SOLAR	06/01/2021	176.56	176.56	07/08/2021	
#20	MAINTENANCE BLDG - SOLAR	06/01/2021	344.33	344.33	07/08/2021	
#20	RADIUM PLANT - SOLAR	06/01/2021	344.33	344.33	07/08/2021	
Total 9859:			865.22	865.22		
AT&T MOBILITY						
5/21 FIRE	FD - WIRELESS	05/31/2021	100.84	.00		
6/21 FIRE	FD - WIRELESS	06/30/2021	100.84	.00		
6/21 MAINT	WATER - WIRELESS	06/30/2021	45.36	.00		
6/21 MAINT	SEWER - WIRELESS	06/30/2021	45.36	.00		
6/21 POLICE	PD - WIRELESS	06/30/2021	277.22	.00		
Total 9870:			569.62	.00		
AUTO VALUE LA CROSSE						
516365272	GC - BOBCAT REPAIR	06/17/2021	136.15	.00		
Total 2106:			136.15	.00		
AXON ENTERPRISE, INC.						
SI-1746685	PD - TASER SUPPLIES	06/16/2021	1,802.50	.00		
Total 9690:			1,802.50	.00		
B & B TREE SERVICE, LLC						
210620-02	TREE & STUMP REMOVAL IN LOT BEHIND CITY HALL	06/20/2021	600.00	.00		
Total 147:			600.00	.00		
BAUMGARTNER, DAVE						
602690	GC - TREE REMOVAL	06/29/2021	250.00	.00		
Total 8714:			250.00	.00		
BEAM INSURANCE ADMINISTRATORS LLC						
7/21 STMT	A/R - DENTAL - BARB GILE	07/01/2021	74.48	74.48	07/07/2021	
7/21 STMT	A/R - DENTAL - DEB OLIVER	07/01/2021	74.48	74.48	07/07/2021	
7/21 STMT	A/R - DENTAL - PAUL KENAGA	07/01/2021	74.48	74.48	07/07/2021	
7/21 STMT	A/R - DENTAL - JANE PAULSON	07/01/2021	74.48	74.48	07/07/2021	
7/21 STMT	A/R - DENTAL - ROSE ALBRECHT	07/01/2021	37.24	37.24	07/07/2021	
7/21 STMT	A/R - DENTAL - PHYLLIS FEIOCK	07/01/2021	37.24	37.24	07/07/2021	
7/21 STMT	DENTAL INSURANCE WITHHELD	07/01/2021	239.83	239.83	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - CLERK	07/01/2021	100.16	100.16	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - PD	07/01/2021	384.33	384.33	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - FD	07/01/2021	2.98	2.98	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - STREET	07/01/2021	70.57	70.57	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - REC	07/01/2021	5.70	5.70	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - PARKS	07/01/2021	25.03	25.03	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - LIBRARY	07/01/2021	37.24	37.24	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - WATER	07/01/2021	93.29	93.29	07/07/2021	
7/21 STMT	EMPLOYER PAID DENTAL - SEWER	07/01/2021	70.21	70.21	07/07/2021	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9858:			1,401.74	1,401.74		
BERNIE J BUCHNER INC						
869004	WELL HOUSE 722 N 2ND - ANNUAL INSPECTION BACKFL	06/24/2021	200.00	.00		
Total 129:			200.00	.00		
BREYER'S SALES AND SERVICE INC						
59250	PARKS - MOWER PARTS	06/09/2021	163.12	.00		
59345	PARKS - MOWER PARTS	06/14/2021	14.02	.00		
Total 131:			177.14	.00		
CITY OF LA CRESCENT						
6/21 FIRE	WATER/SEWER UTIL.-FIRE DEPT.	06/30/2021	132.64	.00		
6/21 LIBRARY	WATER/SEWER UTIL.-LIBRARY	06/30/2021	92.65	.00		
Total 196:			225.29	.00		
CITY TREASURER'S OFFICE						
178324	QTRLY TRANSIT	06/17/2021	16,098.25	.00		
Total 1086:			16,098.25	.00		
CLASSIC ROCK PRODUCTS INC						
799	VETS PARK LANDSCAPING	06/29/2021	2,329.96	.00		
Total 278:			2,329.96	.00		
CLEARWAY COMMUNITY SOLAR LLC						
5/21 STMT	200 STONEY POINT WELL HOUSE	05/31/2021	1,324.30	.00		
5/21 STMT	407 ORCHARDVIEW - BOOSTER STATION	05/31/2021	470.17	.00		
5/21 STMT	1200 JONATHAN LANE - PARK SHELTER	05/31/2021	102.77	.00		
5/21 STMT	1450 HWY 16 - LIFT STATION	05/31/2021	39.39	.00		
5/21 STMT	193 MCINTOSH - BOOSTER	05/31/2021	278.96	.00		
5/21 STMT	110 MIDNIGHT ST - LIFT STATION	05/31/2021	70.54	.00		
5/21 STMT	209 S WALNUT ST - LAC SIGN	05/31/2021	34.40	.00		
5/21 STMT	219 CHESTNUT ST - BRIDGE LIGHTS	05/31/2021	86.19	.00		
5/21 STMT	1323 SPRUCE DR - ABNET FIELDS	05/31/2021	47.53	.00		
5/21 STMT	31 MCINTOSH RD - LIFT STATION	05/31/2021	29.71	.00		
5/21 STMT	520 S 14TH ST - ICE ARENA	05/31/2021	3,604.62	.00		
5/21 STMT	336 S 1ST ST - COMM BLDG	05/31/2021	190.69	.00		
5/21 STMT	608 S 7TH - POOL	05/31/2021	12.42	.00		
5/21 STMT	202 MAIN STREET - FLAG LIGHT	05/31/2021	5.49	.00		
5/21 STMT	321 MAIN ST - LIBRARY	05/31/2021	219.40	.00		
5/21 STMT	219 MAIN ST - UNIT LIGHTS	05/31/2021	113.69	.00		
Total 9854:			6,630.27	.00		
CULLIGAN WATER CONDITIONING						
285X19984602	FD - WATER COOLER RENTAL	06/01/2021	42.70	.00		
Total 231:			42.70	.00		
CUSTOM ALARM						
490071	GC - MONTHLY ALARM MONITORING SYSTEM	07/01/2021	37.53	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 290:			37.53	.00		
DAVY LABORATORIES						
21F0359	WATER - SAMPLES	06/25/2021	150.00	.00		
Total 312:			150.00	.00		
DEPT OF NATURAL RESOURCES						
6/15-21/21	WEEKLY RECREATIONAL VEH. REGIST.	06/21/2021	1,153.78	1,153.78	06/25/2021	
6/22-28/21	WEEKLY RECREATIONAL VEH. REGIST.	06/28/2021	2,308.57	2,308.57	07/02/2021	
Total 318:			3,462.35	3,462.35		
DEPUTY #031 LA CRESCENT						
7/31/21	2010 MA PD - VEHICLE TAB RENEWALS	07/01/2021	54.25	.00		
Total 9750:			54.25	.00		
DRIFTLESS AREA NATIVES						
06/25/21	NATIVE PLANTS FOR VETS PARK	06/25/2021	125.00	.00		
Total 9895:			125.00	.00		
DRIFTLESS REGION VECTOR CONTROL						
INV098	STORM WATER MOSQUITO MONITORING	07/01/2021	1,500.00	.00		
Total 9815:			1,500.00	.00		
E O JOHNSON CO.						
INV970514	QTRLY COMPUTER SUPPORT - STREETS	06/28/2021	492.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - PUB WORKS	06/28/2021	492.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - B&Z	06/28/2021	492.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - POLICE	06/28/2021	3,444.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - CLERK	06/28/2021	984.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - GC	06/28/2021	1,230.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - LIC BUR	06/28/2021	2,091.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - SEWER	06/28/2021	492.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - WATER	06/28/2021	492.00	.00		
INV970514	QTRLY COMPUTER SUPPORT - FIRE	06/28/2021	2,091.00	.00		
Total 8614:			12,300.00	.00		
EARL F ANDERSEN INC						
0126704-IN	PARK SIGNS	06/21/2021	112.95	.00		
Total 404:			112.95	.00		
EASTMAN, SHANE A.						
3/21 HARBOR F	REIMBRREIMBURSE - FD SLEDGE HAMMER	03/15/2021	21.09	.00		
3/21 MENARDS	REIMBURSE - FD SLEDGE HAMMER HANDLE	03/15/2021	16.86	.00		
Total 9411:			37.95	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
06/25/21 P/R	FED/FICA/MEDICARE	06/30/2021	23,010.13	23,010.13	06/30/2021	
2021 PCORI FEE	PCORI FEE	07/08/2021	98.86	98.86	07/08/2021	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1127:			23,108.99	23,108.99		
EMERGENCY MEDICAL PRODUCTS INC						
2261681	FD - MEDICAL SUPPLIES	06/11/2021	1,246.62	.00		
Total 433:			1,246.62	.00		
GOPHER STATE ONE-CALL						
1060509	WATER - LOCATE	06/30/2021	56.03	.00		
1060509	SEWER - LOCATE	06/30/2021	56.02	.00		
Total 620:			112.05	.00		
HAWKINS INC.						
4968050	WATER PLANT - CHEMICALS	06/24/2021	5,326.58	.00		
Total 512:			5,326.58	.00		
HETH'S HARDWARE HANK STORE INC						
6/21 STMT	CITY - BLDG MAINT	06/30/2021	8.49	.00		
6/21 STMT	GC - EQUIP REPAIR	06/30/2021	22.94	.00		
6/21 STMT	GC - SMALL TOOLS	06/30/2021	67.55	.00		
6/21 STMT	GC - BLDG MAINT	06/30/2021	59.78	.00		
6/21 STMT	PARKS - TILLER RENTAL	06/30/2021	78.00	.00		
6/21 STMT	PARKS - SMALL TOOLS	06/30/2021	6.64	.00		
6/21 STMT	PARKS - EQUIP REPAIR	06/30/2021	66.86	.00		
6/21 STMT	B&Z - OPERATING SUPPLIES	06/30/2021	70.54	.00		
6/21 STMT	MAINT - BLDG REPAIR	06/30/2021	47.93	.00		
6/21 STMT	PD - VEHICLE MAINT	06/30/2021	11.99	.00		
6/21 STMT	STORM SEWER REPAIR	06/30/2021	12.98	.00		
6/21 STMT	MAINT - CLEANING	06/30/2021	29.95	.00		
6/21 STMT	WATER - SMALL TOOLS	06/30/2021	2.00	.00		
6/21 STMT	WATER - BLDG MAINT	06/30/2021	17.88	.00		
6/21 STMT	MAINT - SMALL TOOLS	06/30/2021	29.97	.00		
6/21 STMT	REPAIR STORM WATER DRAIN	06/30/2021	26.97	.00		
6/21 STMT	PARKS - SMALL TOOLS	06/30/2021	17.35	.00		
6/21 STMT	PARKS - LANDSCAPING MATERIALS	06/30/2021	108.34	.00		
6/21 STMT	PARKS - SPRAY	06/30/2021	8.98	.00		
6/21 STMT	POOL - BLDG REPAIR	06/30/2021	12.57	.00		
6/21 STMT	POOL - CLEANING	06/30/2021	58.73	.00		
6/21 STMT	POOL - BABY POOL SLIDE STEP REPAIR	06/30/2021	63.91	.00		
6/21 STMT	POOL - CHEMICALS	06/30/2021	12.80	.00		
Total 717:			843.15	.00		
HILLTOPPER REFUSE & RCYL SRVC						
6/21 BAGS	MONTHLY REFUSE P/U 4270@1.98	06/30/2021	8,454.60	.00		
6/21 CITY	CITYWIDE RECYCLING P/U	06/30/2021	7,000.60	.00		
6/21 CITY	REFUSE P/U - ANIMAL SHELTER	06/30/2021	74.19	.00		
6/21 CITY	REFUSE P/U - ARENA	06/30/2021	148.30	.00		
6/21 CITY	REFUSE P/U MAINTENANCE	06/30/2021	152.69	.00		
6/21 CITY	REFUSE P/U - PARKS	06/30/2021	148.30	.00		
6/21 CITY	RECYCLING P/U - FIRE DEPT	06/30/2021	16.00	.00		
6/21 CITY	REFUSE P/U - FIRE DEPT	06/30/2021	25.00	.00		
6/21 CITY	REFUSE P/U - LIBRARY	06/30/2021	10.00	.00		
6/21 CITY	REFUSE P/U - CITY HALL	06/30/2021	66.41	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
6/21 GOLF	REFUSE & RECYCLING P/U GOLF COURSE	06/30/2021	181.60	.00		
Total 9233:			16,277.69	.00		
HOKAH CO-OP OIL ASSOCIATION						
160017	GC- OIL FOR EQUIPMENT	06/17/2021	165.49	.00		
160017	GC - CART TIRES & REPAIRS	06/17/2021	20.00	.00		
3425	GC - GAS FOR GOLF CARTS	06/30/2021	1,426.13	.00		
3426	GC - OFF ROAD GAS	06/30/2021	598.30	.00		
Total 715:			2,209.92	.00		
IDEAL CRANE RENTAL						
424569	ARENA - FIX SPRINKLER SYSTEM	06/17/2021	320.00	.00		
Total 9445:			320.00	.00		
INTERNATIONAL UNION OF						
6/21 DUES	UNION DUES WITHHELD - GOLF COURSE	07/01/2021	210.00	.00		
Total 8293:			210.00	.00		
KANSAS CITY LIFE INSURANCE CO.						
7/21 STMT	EMPLOYER PAID INS. - PD	07/01/2021	111.94	111.94	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - STREET	07/01/2021	20.14	20.14	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - REC	07/01/2021	1.99	1.99	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - GC	07/01/2021	.01-	.01-	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - PARKS	07/01/2021	3.85	3.85	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - LIBRARY	07/01/2021	37.00	37.00	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - WATER	07/01/2021	19.42	19.42	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - SEWER	07/01/2021	16.82	16.82	07/06/2021	
7/21 STMT	P/R DEDUCTIONS	07/01/2021	178.87	178.87	07/06/2021	
7/21 STMT	EMPLOYER PAID INS. - CLERK	07/01/2021	22.96	22.96	07/06/2021	
Total 8915:			412.98	412.98		
KWIK TRIP INC						
6/21 STMT	PD - FUEL	06/30/2021	1,255.10	.00		
6/21 STMT	PARK - FUEL	06/30/2021	846.68	.00		
6/21 STMT	STREET - FUEL	06/30/2021	557.29	.00		
6/21 STMT	B&Z - FUEL	06/30/2021	99.85	.00		
6/21 STMT	FIRE - FUEL	06/30/2021	217.60	.00		
6/21 STMT	WATER - FUEL	06/30/2021	114.60	.00		
6/21 STMT	SEWER - FUEL	06/30/2021	114.60	.00		
6/21 STMT	PARKS - FOOD/DRINKS TREE PLANTING	06/30/2021	30.50	.00		
6/21 STMT	POOL - CONCESSIONS	06/30/2021	61.95	.00		
Total 1014:			3,298.17	.00		
LA CRESCENT ANIMAL RESCUE						
20210626	REIMBURSE - DOOR KNOBS	06/26/2021	27.98	.00		
Total 8575:			27.98	.00		
LA CRESCENT AUTO REPAIR, INC						
20856	FD - 1840 VEHICLE MAINT	06/25/2021	296.22	.00		
20907	PD - P20 MAINTENANCE	06/30/2021	69.46	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
20975	PD - P17 REPAIR TIRE	06/30/2021	21.10	.00		
21006	PD - P17 NEW TIRES & MAINENANCE	06/30/2021	825.73	.00		
Total 8168:			1,212.51	.00		
LAW ENFORCEMENT LABOR SERVICES						
6/21 DUES	PAYROLL DEDUCTED UNION DUES-PD	07/01/2021	444.50	.00		
Total 1134:			444.50	.00		
LUDWIGSON, JASON						
6/1/21-6/30/21	SUSTAINABILITY SERVICES	06/30/2021	3,080.00	.00		
Total 9632:			3,080.00	.00		
MIDWEST LEAK DETECTION						
2209	CHECK WHOLE CITY FOR WATER LEAKS	06/28/2021	900.00	.00		
Total 9304:			900.00	.00		
MIENERGY COOPERATIVE						
MR 1084#82	FIRE STATION RENOVATION LOAN	07/01/2021	3,000.00	.00		
Total 9578:			3,000.00	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
6/25/21 0015639	MN CHILD SUPPORT	06/29/2021	602.21	602.21	06/29/2021	
7/9/21 15639670	MN CHILD SUPPORT	07/09/2021	602.21	.00		
Total 9597:			1,204.42	602.21		
MINNESOTA DEPT OF REVENUE						
6/25/21 P/R	MN STATE WHT	07/01/2021	4,054.00	4,054.00	07/01/2021	
Total 227:			4,054.00	4,054.00		
MINNESOTA STATE RETIREMENT SYS						
6/25/21 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	07/01/2021	6,578.40	6,578.40	07/01/2021	
Total 1285:			6,578.40	6,578.40		
MN FIRE SERVICE CERT. BOARD						
8949	FD - FFI & 11 EXAMS FOR 4 FF	06/03/2021	960.00	.00		
Total 1270:			960.00	.00		
MUNICIPAL EMERGENCY SERVICE						
IN1589452	FD - EQUIP REPAIR	06/15/2021	96.00	.00		
Total 8816:			96.00	.00		
NCPERS GROUP LIFE INSURANCE						
6/21 STMT	LIFE INSURANCE PREMIUMS	07/01/2021	144.00	.00		
Total 1619:			144.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
NIEBUHR						
26548A	WATER METER INSTALLS 6/17/21	06/17/2021	692.00	.00		
Total 8277:			692.00	.00		
OLMSTEAD COUNTY						
SHER-137831	EVOC DRIVING SCHOOL FEE - 5 OFFICERS	06/30/2021	875.00	.00		
Total 9830:			875.00	.00		
PENDELTON TURF SUPPLY INC						
2263	GC - CHEMICALS FOR THE COURSE	06/22/2021	1,842.41	.00		
Total 9169:			1,842.41	.00		
PEPSI-COLA BOTTLING COMPANY						
1202008	GC - POP	06/28/2021	1,012.20	.00		
9184626	GC - POP	06/04/2021	371.80	.00		
9186939	POOL - CONCESSIONS	06/17/2021	398.80	.00		
9187348	POOL - CONCESSIONS	06/21/2021	240.50	.00		
Total 1615:			2,023.30	.00		
PUBLIC EMPLOYEES RETIREMENT AS						
6/25/21 CORD/P	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	06/29/2021	14,198.07	14,198.07	06/29/2021	
Total 1612:			14,198.07	14,198.07		
PUMP 4 LESS						
5/21 CITY	PARKS DEPT-MOTOR FUEL	05/31/2021	72.92	.00		
5/21 CITY	PUBLIC WORKS - MOTOR FUEL	05/31/2021	31.90	.00		
5/21 POLICE	POLICE DEPT - MOTOR FUEL	05/31/2021	343.57	.00		
Total 8604:			448.39	.00		
REINHART FOODSERVICE						
829383	GC - FOOD	06/04/2021	465.68	.00		
834383	GC - FOOD	06/11/2021	381.90	.00		
838906	GC - FOOD	06/18/2021	387.96	.00		
844029	GC - CLEANING	06/25/2021	236.11	.00		
844029	GC - FOOD	06/25/2021	388.30	.00		
845621	GC - CREDIT FOR CLEANING	06/25/2021	112.82	.00		
848053	POOL - CONCESSIONS	06/30/2021	1,312.80	.00		
Total 1817:			3,059.93	.00		
RIVER VALLEY MEDIA GROUP						
6/21 CITY	CCR PUBLICATION	06/30/2021	880.45	.00		
6/21 CITY	BALSAM & SPRUCE RECON AD FOR BIDS	06/30/2021	197.08	.00		
6/21 CITY	856 BRIDLE - PRELIM PLAT	06/30/2021	36.34	.00		
6/21 CITY	856 BRIDLE - ZONING CHANGE	06/30/2021	40.90	.00		
Total 8163:			1,154.77	.00		
SAM'S CLUB						
6/21 STMT	CITY- CLEANING	06/30/2021	29.96	29.96	07/08/2021	
6/21 STMT	CITY - OFFICE	06/30/2021	152.38	152.38	07/08/2021	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
6/21 STMT	CITY - CLEANING	06/30/2021	63.92	63.92	07/08/2021	
6/21 STMT	GC - SNACKS	06/30/2021	101.16	101.16	07/08/2021	
6/21 STMT	GC - KITCHEN SUPPLIES	06/30/2021	15.68	15.68	07/08/2021	
6/21 STMT	POOL - CLEANING	06/30/2021	52.52	52.52	07/08/2021	
6/21 STMT	CITY - OFFICE	06/30/2021	49.96	49.96	07/08/2021	
6/21 STMT	CITY - CLEANING	06/30/2021	21.78	21.78	07/08/2021	
Total 1861:			487.36	487.36		
SCHOTT DISTRIBUTING CO., INC.						
425111	GC - BEER	06/02/2021	791.95	.00		
427062	GC - BEER	06/17/2021	323.85	.00		
428803	GC - BEER	07/01/2021	565.30	.00		
428804	GC - BEER	07/01/2021	76.40	.00		
Total 1931:			1,757.50	.00		
SOUTHEAST LIBRARIES COOP						
049114	LIB - SELCO AUTOMATION FEE	07/02/2021	1,286.01	.00		
Total 1962:			1,286.01	.00		
SOUTHEAST SERVICE COOPERATIVE						
7/21 STMT	EMPLOYER PAID HEALTH INS - CLERK	07/01/2021	1,806.45	1,806.45	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - FD	07/01/2021	66.48	66.48	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - STREET	07/01/2021	1,859.71	1,859.71	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - REC	07/01/2021	179.83	179.83	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - PARKS	07/01/2021	708.27	708.27	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - LIBRARY	07/01/2021	887.06	887.06	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - WATER	07/01/2021	1,584.32	1,584.32	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - SEWER	07/01/2021	1,294.80	1,294.80	07/01/2021	
7/21 STMT	HEALTH INSURANCE WITHHELD	07/01/2021	2,175.38	2,175.38	07/01/2021	
7/21 STMT	EMPLOYER PAID HEALTH INS - PD	07/01/2021	7,456.70	7,456.70	07/01/2021	
SINV000003068	ANNUAL MEMBERSHIP FEE	07/01/2021	250.00	.00		
Total 8401:			18,269.00	18,019.00		
SUMMIT COMPANIES						
182002265	CITY - ANNUAL FIRE EXT SERVICE	05/21/2021	560.00	.00		
182002265	FIRE - ANNUAL FIRE EXT SERVICE	05/21/2021	560.00	.00		
182002265	MAINT - ANNUAL FIRE EXT SERVICE	05/21/2021	560.00	.00		
Total 50:			1,680.00	.00		
SUPERIOR TURF SERVICES						
1107	GC - CHEMICALS	06/15/2021	972.23	.00		
Total 9826:			972.23	.00		
THE BUYERS EX-PRESS						
2379	GC - ADVERTISING	06/10/2021	125.00	.00		
Total 9513:			125.00	.00		
THE LIFEGUARD STORE						
INV001080958	LIFEGUARD SWIMSUITS	06/17/2021	2,103.20	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9495:			2,103.20	.00		
TRI-STATE BUSINESS MACHINES IN						
520562	MV - COPIER	06/29/2021	74.35	.00		
Total 2024:			74.35	.00		
ULINE						
134802390	PD - BARRICADES	06/10/2021	1,225.70	.00		
Total 9422:			1,225.70	.00		
UNITED STATES POSTMASTER						
6/21 CYCLE 2	POSTAGE - WATER/SEWER BILL	06/30/2021	85.32	85.32	06/30/2021	
6/21 CYCLE 2	POSTAGE - WATER/SEWER BILL	06/30/2021	85.32	85.32	06/30/2021	
Total 2102:			170.64	170.64		
VERIZON WIRELESS						
9880754144	FD - MOBILE	05/28/2021	256.03	.00		
9882904885	FD - MOBILE	06/28/2021	120.03	.00		
Total 8973:			376.06	.00		
VISA						
6/21 STMT	PUB WORKS - HOTEL	06/30/2021	100.00	.00		
6/21 STMT	REC - TENNIS SUPPLIES	06/30/2021	93.52	.00		
6/21 STMT	REC - TENNIS SUPPLIES	06/30/2021	84.36	.00		
6/21 STMT	FLOWERS - TERRY E FUNERAL	06/30/2021	60.00	.00		
6/21 STMT	LIB - BOOKS	06/30/2021	15.22	.00		
6/21 STMT	LIB - BOOKS	06/30/2021	9.61	.00		
6/21 STMT	LIB - PROGRAM SUPPLIES	06/30/2021	85.43	.00		
6/21 STMT	LIB - PROGRAM SUPPLIES	06/30/2021	114.19	.00		
6/21 STMT	LIB - PROGRAM SUPPLIES	06/30/2021	135.54	.00		
6/21 STMT	LIB - PROGRAM SUPPLIES	06/30/2021	55.06	.00		
6/21 STMT	POOL - INSTRUCTIONAL MATERIALS	06/30/2021	42.95	.00		
6/21 STMT	FD - FIRE MARSHAL OFFICE FIRE CODE BOOKS	06/30/2021	299.25	.00		
6/21 STMT	FD - MEDAL OF VALOR	06/30/2021	104.87	.00		
6/21 STMT	GC - CART PARTS	06/30/2021	93.36	.00		
6/21 STMT	GC - CART PARTS	06/30/2021	162.40	.00		
6/21 STMT	GC - CART PARTS	06/30/2021	26.71	.00		
6/21 STMT	FD - ANTENNAS FOR RADIO	06/30/2021	31.96	.00		
6/21 STMT	REC - SOFTBALLS	06/30/2021	128.22	.00		
6/21 STMT	B&Z - CODE BOOK	06/30/2021	506.59	.00		
6/21 STMT	REC - GOLF SUPPLIES	06/30/2021	231.01	.00		
6/21 STMT	PD - CREDIT RETURN OFFICE SUPPLIES MENARDS	06/30/2021	27.39	.00		
6/21 STMT	PD - INTERNET PEOPLE SEARCH	06/30/2021	75.00	.00		
Total 2208:			2,427.86	.00		
VISION DESIGN GROUP						
100633	QTRLY WEB SITE HOSTING FEES	07/01/2021	150.00	.00		
Total 9254:			150.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
VOSS AND SONS CONSTRUCTION INC						
9395	REPAIR AROUND CATCH BASIN	06/28/2021	1,131.00	.00		
Total 2207:			1,131.00	.00		
VSC CORPORATION						
#5 322 S 1ST ST	LAND PURCH.-CONTRACT FOR DEED-PRINCIPAL	07/01/2021	2,074.89	.00		
#5 322 S 1ST ST	LAND PURCH.-CONTRACT FOR DEED-INTEREST	07/01/2021	396.14	.00		
Total 9942:			2,471.03	.00		
WATER SYSTEMS CO.						
925659	LIBRARY - COOLER RENTAL	06/30/2021	6.00	.00		
Total 8605:			6.00	.00		
WHKS & CO.						
43435	WALNUT ST PRELIM ENGINEERING	06/04/2021	877.92	.00		
Total 8290:			877.92	.00		
WIESER LAW OFFICE PC						
6/21 POLICE	PD - LEGAL FEES	06/30/2021	4,243.36	.00		
Total 2361:			4,243.36	.00		
Grand Totals:			195,870.95	73,567.74		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

3.1



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: July 9, 2021
RE: Wildwood Stormwater Project

Attached for review and consideration by the City Council is correspondence received from the property owners, along with a drawing of the proposed improvement. In addition, a memo from the City Attorney that includes the settlement agreement and release is included. This will be reviewed with the City Council at the meeting.

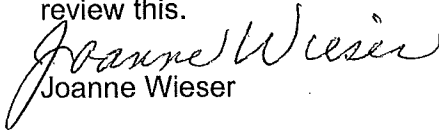
In order to proceed, we would suggest that the City Council approve the settlement agreement and release, and amend the 2021 general fund budget to include this expenditure.

July 7, 2021

City Of LaCrescent
Attention Bill Waller

I agree to give the City Of LaCrescent the amount of \$4,500.00 towards the cost of the drainage bid from Zenke. I will also sign the easement agreement to my property.

On Wednesday June 30th I requested that I would like copies of the contractors bid which was given to me at that timer. I also requested a copy of the engineering plan with dimensions and was told that he will be getting that to me as well. I also requested a copy of the release form that you want us to sign. As of today we have not received this information. I would like to have this information in advance of the next city council meeting so that I can have the opportunity to review this.


Joanne Wieser

July 7, 2021

To: Bill Waller

Re: Drainage Issue

I will contribute a check for \$4,500 total toward the cost of the Drainage Bid received from Zenke for \$44,326.00.

I have received a copy of the Zenke Bid for the amount noted above and would appreciate a copy of the design plan from the Engineering Company for the proposed Drainage Plan at 812 and 818 Wildwood Court, La Crescent, MN.

I would also like to review a copy of the release I will be asked to sign prior to signing.

I will sign for the easement to my property.

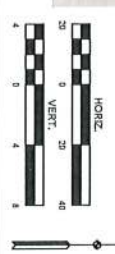
Thanks for your service on this issue.

A handwritten signature in cursive script, appearing to read "Helen Hafner".

Helen Hafner
812 Wildwood Ct
La Crescent, MN

STATION	FINISHED GRADES	STATION	FINISHED GRADES
100+00	716.71	100+00	716.26
+25	712.07	+50	716.44
+75	712.57	+75	716.61
+100	712.82	+100	716.81
+125	713.07	+125	717.01
+150	713.32	+150	717.19
+175	713.57	+175	717.38
+200	713.82	+200	717.60
+225	714.07	+225	717.85
+250	714.32	+250	718.38
+275	714.57	+275	718.04
+300	714.82	+300	719.99
+325	715.07	+325	721.28
+350	715.32	+350	722.63
+375	718.37	+375	722.85
+400	718.62	+400	723.55
+425	718.87	+425	723.69
+450	719.12	+450	723.47
+475	719.37	+475	723.30
+500		+500	723.34
+525		+525	
+550		+550	
+575		+575	
+600		+600	
+625		+625	
+650		+650	
+675		+675	
+700		+700	
+725		+725	
+750		+750	
+775		+775	
+800		+800	
+825		+825	
+850		+850	
+875		+875	
+900		+900	
+925		+925	
+950		+950	
+975		+975	
+1000		+1000	

WILDWOOD COURT



1 OF 1		SCALE: AS SHOWN W/HS PROJECT NO. DRAWN BY: [blank] CHECKED BY: [blank]		Plan & Profile 2021 Wildwood Drainage La Crescent, MN 2021		REVISIONS NO. DATE DESCRIPTION [blank] [blank] [blank] [blank] [blank] [blank]		I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. PRELIMINARY ONLY - NOT FOR CONSTRUCTION Name: [blank] Date: [blank] License No.: [blank]	
--------	--	---	--	---	--	---	--	---	--





WIESER LAW OFFICE, P.C.

ATTORNEYS AT LAW
WIESER PROFESSIONAL BUILDING
33 SOUTH WALNUT - SUITE 200
LA CRESCENT, MN 55947

KELLY M. IVERSON
AL "SKIP" WIESER, III

PHONE: (507) 895-8200
FAX: (507) 895-8458

AL WIESER, JR.
Emeritus

TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator
Tim Hruska, City Engineer
Shawn Wetterlin, City Building Official

FROM: Skip Wieser, City Attorney

DATE: July 8, 2021

RE: Wildwood Stormwater Agreements

Attached for Council consideration find two (2) agreements regarding properties located at 812 and 818 Wildwood Court.

These agreements were drafted at the direction of the City Council after the last City Council meeting. The key terms of the agreements are as follows:

1. The City will retain Zenke, Inc. to construct the stormwater improvement as contained on the Zenke, Inc., which is attached to the agreements as Exhibit B.
2. The property owners would each contribute the sum of (\$4,500.00) to the City within three (3) days of execution of these agreements.
3. The property owners will bring the pitch of their lawns into compliance with applicable portions of the building code, which is attached to the agreement, within sixty (60) days of completion of the Zenke, Inc. work.
4. The City is released from any past and future liability as a result of the stormwater improvements and the property owner assumes responsibility for any claims or causes of action that may arise out of the agreements.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between the City of La Crescent, a Minnesota municipal corporation, (hereinafter "the City") and Joanne Wieser, Trustee of the Charles and Joanne Wieser Trust (hereinafter "Wieser").

WHEREAS, Wieser owns real property in the City of La Crescent located at 818 Wildwood Court, La Crescent, Houston County, Minnesota, Parcel #25.2121.000 ("Property").

WHEREAS, Wieser alleges that stormwater pools and collects around the Property causing concern that stormwater will damage the residence located on the Property.

WHEREAS, on or about August 4, 2014, the City issued a Certificate of Occupancy for the Property.

WHEREAS, the collection and pooling of stormwater started occurring after the issuance of the Certificate of Occupancy ("Claim").

WHEREAS, Wieser alleges the collection and pooling of stormwater is not the result of any action or inaction by the City.

WHEREAS, Wieser has requested the City to make public improvements to the drainage adjacent to the Property.

WHEREAS, on or about October 22, 2020, the City received an engineering report from WHKS & Co. ("Engineering Report") summarizing existing conditions and proposals for construction. A true and correct copy of which is attached as Exhibit A.

WHEREAS, in response to the Engineering Report, the City has obtained quotes to make the requested improvements. Zenke Inc. provided the lowest responsive estimate in the amount of Forty-Four Thousand Three Hundred Twenty-Six 00/100 Dollars (\$44,326.00) ("Wildwood Stormwater Improvements"). A true and correct copy of which is attached as Exhibit B.

WHEREAS, Wieser is requesting the City move forward with the Zenke Quote and contract with Zenke, Inc. to make the Wildwood Stormwater Improvements.

WHEREAS, the City has agreed to contract Zenke, Inc. to make the Wildwood Stormwater Improvements, subject to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Wieser hereby requests The City retain Zenke, Inc. and contract with Zenke Inc. to make the requested Wildwood Stormwater Improvements.

2. Wieser will convey to the City a public utility easement to allow for the installation of the Wildwood Stormwater Improvements. The public easement will be prepared by WHKS & Co. at the City's expense.

3. Wieser will contribute to the City the sum of Four Thousand Five Hundred 00/100 Dollars (\$4,500.00) to be paid within three (3) days of execution of this agreement.

4. Within sixty (60) days of completion of the work to be performed by Zenke, Inc. described in Exhibit B, Wieser shall cause the Wieser property to be compliant with Minnesota Building Code Section R401.3. A copy of which is attached hereto as Exhibit C. Wieser acknowledges that the Wildwood Stormwater Improvements estimate does not include topsoil or landscaping and Wieser assumes all responsibility for completion.

5. In the event of Wieser's default herein, the City reserves the right to specially assess back to the Property the cost incurred by the City for contracting with Zenke, Inc. for the Wildwood Stormwater Improvements. In consideration of the City, at Wieser's request, to cause the construction of the Wildwood Stormwater Improvements project described on Exhibit B,

Wieser agrees to access fifty percent (50%) of the cost of Forty-Four Thousand Three Hundred Twenty-Six 00/100 Dollars (\$44,326.00) to Wieser and Wieser agrees to pay such percentage. Wieser further agrees that estimated assessment may be exceeded if the increases are a result of request made by Wieser or otherwise approved by Wieser in a subsequent separate written document. Wieser expressly waives any objection to any irregularity with regard to said improvement assessment and any claim that said amount thereof levied against Wieser's property is excessive together with all right to appeal in the courts. Wieser waives any and all procedural and substantive objections to the installation of the Wildwood Stormwater Improvements and the special assessments including, but not limited to notice and hearing requirements and any claim that the special assessment exceed the benefit. Wieser agrees to pay the special assessment when said special assessment comes due and payable. Wieser acknowledges the interest rate on the assessment shall be 4.5% per annum and repaid over a period of ten (10) years. In the event the property is sold, Wieser will satisfy the special assessment. Wieser agrees that they will not assign or let a purchaser of the property assume responsibility for the assessment.

6. Wieser hereby releases the City, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers (including the League of Minnesota Cities Insurance Trust), heirs, executors, and assigns from all claims, demands, obligations, or actions, past, present, and future whether known or unknown, at law or equity, whether arising by statute, common law, or otherwise, in any way, related to the Claim and work done related to the Claim. This release includes all claims for attorney fees or expenses related to the Claim.

7. Wieser shall indemnify, defend, and hold the City, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers (including the League of

Minnesota Cities Insurance Trust), heirs, executors, and assigns harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liability, damages, recoveries, and deficiencies including interest, penalties, and attorneys' fees that the City incurs or suffers which result from or relate in any manner to this Agreement; the Claim asserted by Wieser or the work done related to the Claim.

8. With respect to claims or damages asserted against the City by a third party arising out of this Agreement, the Claim or the work done related to the Claim, Wieser will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the City; Wieser will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the City shall at all times also have the right to fully participate in the defense at the City's expense.

9. Formal Notice means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United State mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to Wieser:	Trustee of the Charles and Joanne Wieser Trust 818 Wildwood Court La Crescent, MN 55947
---------------	---

If to City	City Administrator City of La Crescent 315 Main Street La Crescent, MN 55947
------------	---

With Copy to:	Attorney Al Wieser, III Wieser Law Office, P.C. 33 South Walnut Street, Suite 200 La Crescent, MN 55947
---------------	--

or to such other address as the party addressed shall have previously designated by notice given in accordance with this section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

Within a reasonable period of time after the City's receipt of actual notice of any matter giving Wieser's obligation pursuant to Paragraph 7 and 8 above, the City shall give the formal notice in reasonable detail to Wieser.

10. Wieser represents that she has been represented by counsel of her own choosing with respect to this Agreement, or has waived her right to be represented, and all matters covered by and relating to the Agreement. With respect to the execution of this Agreement, Wieser represents that she fully understands its terms, and that she has signed it knowingly and voluntarily. Wieser states that she has relied only upon her own investigation, and analysis, and has not relied upon any factual or legal representation of the City or the City's legal counsel.

11. The parties agree that this Agreement is not an admission of liability or wrongdoing on behalf of the City, or any of its agents, elected or appointed officials, or employees. The parties also agree that this Agreement does not set precedence between the parties.

12. The acceptance of the above-described consideration is a final and complete compromise between the parties, and there are no covenants, promises, undertakings, or understandings outside this Agreement regarding this matter.

13. This Agreement may be signed in counterparts, and each counterpart when signed shall have the efficacy of a signed original. Photographic and electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

14. The parties acknowledge that they are responsible for their own attorney's fees, costs and disbursements, and expenses incurred in connection with this Agreement.

15. The terms of this Agreement supersede and terminate all prior oral and written agreements and communications between the parties.

16. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota without regard to conflicts of law provisions.

17. Each party represents and agrees that they have carefully read this Agreement and knows and understands the contents of it.

18. In case any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby.

19. This Agreement shall have no effect until signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth opposite their respective signatures.

Signatures On Following Page

CHARLES AND JOANNE WIESER TRUST

Dated: _____

Joanne Wieser, Trustee

THE CITY OF LA CRESCENT

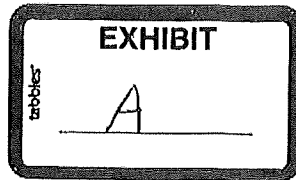
Dated: _____

By: _____
Mike Poellinger, Mayor

Dated: _____

By: _____
Bill Waller, City Administrator

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Email: rochester@whks.com
Website: www.whks.com



whks

engineers + planners + land surveyors

October 22, 2020

Mr. Bill Waller
City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947



RE: City of La Crescent
Wildwood Court Drainage
Engineer's Report

Dear Bill:

The City of La Crescent has requested an engineering report for the private drainage issue brought forward by the property owners of 818 and 808 Wildwood Court (Lots 3 & 4, Block 1 of Wildwood Addition). This subdivision was platted in 2009 and is attached for reference.

The scope of this report includes a summary of existing conditions, proposed solutions to the drainage concerns, expected impacts, opinion of probable construction costs, and potential funding opportunities.

Existing Conditions

We have reviewed the preliminary grading plan and the existing field conditions. The field conditions appear to direct drainage from the north end of the development around the west sides of Lots 4 & 5. From conversations with the property owners and a visual inspection of the area, it appears that the water pools approximately 30' east of the southwest corner of 808 Wildwood. It appears relatively flat from this area to the home at 818 Wildwood Court. The drainage around 818 does not appear to have positive drainage away from the foundation. Collected survey data shows little to no drainage away from the home and approximately 0.75 feet of fall from the back of the homes to the sidewalk.

This drainage issue is on private property and the City does not have a drainage easement on these lots.

Proposed Construction

We recommend that the private property owner address the positive drainage away from the home. We also looked at three options.

A. Direct stormwater to Wildwood Court between Lots 3 & 4.

This option would include grading of the lots from the location where the water currently pools to the front yard and across the sidewalk. There is approximately 0.75 feet of fall between these locations. However, there is little to no grade difference between the edge of the building and the

property line. There should be positive drainage away from a structure. This would result in about 0.25% slope on the graded area to get from the back of the home to the sidewalk. Areas less than 2% will experience standing water at times.

B. Construct new storm sewer pipe from Wildwood Court/Rosewood Drive intersection

This option would construct a new storm sewer main and related structures to drain the water from the described area. The storm sewer would be placed along Wildwood Court. A 375 foot by 10-foot area of bituminous would need to be replaced as part of this option. There would be a structure placed along the lot lines in the back yards of Lot 3 & 4. Site grading would still be required because the storm sewer will not be able to handle every storm. This option would require an easement from both Lot 3 & 4.

C. Grade the west side of the north and south parts of Lot 3

This option would grade the west yards of Lot 3 to direct drainage to the south and to the existing drainage easement. This option would also disturb existing landscaping to parts of Lot 2. While this would direct water to an existing drainage easement, it would direct additional water to that area, which may be problematic for property owners of Lots 1 & 2. This option would require an easement from both property owners of Lot 3. We did include grading in the drainage easements across Lots 1 & 2 as we anticipate that this swale would need to be increased in size. Exact sizing and impacts would be determined during final design. These areas contain landscaping. We did not include landscaping restoration in the project costs. There are also a few trees that may be impacted.

Opinion of Construction Costs

Construction cost opinions for the above options are as follows.

- A. \$8,000
- B. \$56,000
- C. \$32,000

Recommendations

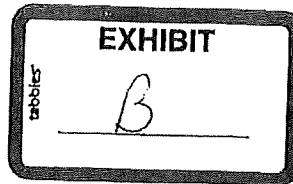
We recommend that the report is shared with the property owners. The City should select a preferred option. With any of these projects, easements would need to be acquired as this project is currently on private property. Funding options for this project include general fund expenditure, assessments, or a separate stormwater charge for the area. If the City chooses to assess or establish a charge for this area, the City Attorney should be consulted on what area (properties) can be assessed for the project as the drainage comes from several properties.

Sincerely,

WHKS & CO.

Timothy A. Hruska, P.E., L.S.
City Engineer

Zenke Incorporated
87 Main Street
La Crescent, MN 55947



Estimate

Date	Estimate #
5/17/2021	20636

Wildwood Storm Project

Project

Description	Qty	Rate	Total
350' 12" RCP 140' 12" HDPE 1 storm inlet 2 Type 4 structures 410 SY bit.remove and replace 136 ton class 5 road rock site grading (No topsoil or landscaping) 75 sf concrete walk 20 lf curb Bid Job	1	44,326.00	44,326.00
Estimate good for 30 days.		Subtotal	\$44,326.00
		Sales Tax (6.875%)	\$0.00
		Total	\$44,326.00

CHAPTER 4

FOUNDATIONS

User note:

About this chapter: Chapter 4 provides requirements for constructing footings and walls for foundations of wood, masonry, concrete and precast concrete. In addition to a foundation's ability to support the required design loads, this chapter addresses several other factors that can affect foundation performance. These include controlling surface water and subsurface drainage, requiring soil tests where conditions warrant and evaluating proximity to slopes and minimum depth requirements. This chapter also provides requirements to minimize adverse effects of moisture, decay and pests in basements and crawl spaces.

SECTION R401

GENERAL

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2(1) shall meet the provisions of Section R322. Wood foundations shall be designed and installed in accordance with AWC PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have not more than two floors and a roof.
2. Where interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240 mm).

Wood foundations in Seismic Design Category D₀, D₁ or D₂ shall be designed in accordance with accepted engineering practice.

R401.2 Requirements. Foundation construction shall be capable of accommodating all loads in accordance with Section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice.

R401.3 Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. *Grades* shall be graded to drain surface water away from foundation walls. The grade shall fall not fewer than 6 inches (152 mm) within the first 10 feet (3048 mm).

Exception: Where lot lines, walls, slopes or other physical barriers prohibit 6 inches (152 mm) of fall within 10 feet (3048 mm), drains or swales shall be constructed to ensure drainage away from the structure. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building.

R401.4 Soil tests. Where quantifiable data created by accepted soil science methodologies indicate *expansive soils*, *compressible soils*, shifting soils or other questionable soil characteristics are likely to be present, the building official

shall determine whether to require a soil test to determine the soil's characteristics at a particular location. This test shall be done by an approved agency using an approved method.

R401.4.1 Geotechnical evaluation. In lieu of a complete geotechnical evaluation, the load-bearing values in Table R401.4.1 shall be assumed.

TABLE R401.4.1
PRESUMPTIVE LOAD-BEARING
VALUES OF FOUNDATION MATERIALS^a

CLASS OF MATERIAL	LOAD-BEARING PRESSURE (pounds per square foot)
Crystalline bedrock	12,000
Sedimentary and foliated rock	4,000
Sandy gravel and/or gravel (GW and GP)	3,000
Sand, silty sand, clayey sand, silty gravel and clayey gravel (SW, SP, SM, SC, GM and GC)	2,000
Clay, sandy, silty clay, clayey silt, silt and sandy silt/clay (CL, ML, MH and CH)	1,500 ^b

For SI: 1 pound per square foot = 0.0479 kPa.

- a. Where soil tests are required by Section R401.4, the allowable bearing capacities of the soil shall be part of the recommendations.
- b. Where the building official determines that in-place soils with an allowable bearing capacity of less than 1,500 psf are likely to be present at the site, the allowable bearing capacity shall be determined by a soils investigation.

R401.4.2 Compressible or shifting soil. Instead of a complete geotechnical evaluation, where top or subsoils are compressible or shifting, they shall be removed to a depth and width sufficient to ensure stable moisture content in each active zone and shall not be used as fill or stabilized within each active zone by chemical, dewatering or presaturation.

SECTION R402

MATERIALS

R402.1 Wood foundations. Wood foundation systems shall be designed and installed in accordance with the provisions of this code.

R402.1.1 Fasteners. Fasteners used below grade to attach plywood to the exterior side of exterior basement or crawl-

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between the City of La Crescent, a Minnesota municipal corporation, (hereinafter "the City") and Helen I. Hafner (hereinafter "Hafner").

WHEREAS, Hafner owns real property in the City of La Crescent located at 812 Wildwood Court, La Crescent, Houston County, Minnesota, Parcel #25.2122.000 ("Property").

WHEREAS, Hafner alleges that stormwater pools and collects around the Property causing concern that stormwater will damage the residence located on the Property.

WHEREAS, on or about September 18, 2012, the City issued a Certificate of Occupancy for the Property.

WHEREAS, the collection and pooling of stormwater started occurring after the issuance of the Certificate of Occupancy ("Claim").

WHEREAS, Hafner alleges the collection and pooling of stormwater is not the result of any action or inaction by the City.

WHEREAS, Hafner has requested the City to make public improvements to the drainage adjacent to the Property.

WHEREAS, on or about October 22, 2020, the City received an engineering report from WHKS & Co. ("Engineering Report") summarizing existing conditions and proposals for construction. A true and correct copy of which is attached as Exhibit A.

WHEREAS, in response to the Engineering Report, the City has obtained quotes to make the requested improvements. Zenke Inc. provided the lowest responsive estimate in the amount of Forty-Four Thousand Three Hundred Twenty-Six 00/100 Dollars (\$44,326.00) ("Wildwood Stormwater Improvements"). A true and correct copy of which is attached as Exhibit B.

WHEREAS, Hafner is requesting the City move forward with the Zenke Quote and contract with Zenke, Inc. to make the Wildwood Stormwater Improvements.

WHEREAS, the City has agreed to contract Zenke, Inc. to make the Wildwood Stormwater Improvements, subject to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Hafner hereby requests The City retain Zenke, Inc. and contract with Zenke Inc. to make the requested Wildwood Stormwater Improvements.
2. Hafner will convey to the City a public utility easement to allow for the installation of the Wildwood Stormwater Improvements. The public easement will be prepared by WHKS & Co. at the City's expense.
3. Hafner will contribute to the City the sum of Four Thousand Five Hundred 00/100 Dollars (\$4,500.00) to be paid within three (3) days of execution of this agreement.
4. Within sixty (60) days of completion of the work to be performed by Zenke, Inc. described in Exhibit B, Hafner shall cause the Hafner property to be compliant with Minnesota Building Code Section R401.3. A copy of which is attached hereto as Exhibit C. Hafner acknowledges that the Wildwood Stormwater Improvements estimate does not include topsoil or landscaping and Hafner assumes all responsibility for completion.
5. In the event of Hafner's default herein, the City reserves the right to specially assess back to the Property the cost incurred by the City for contracting with Zenke, Inc. for the Wildwood Stormwater Improvements. In consideration of the City, at Hafner's request, to cause the construction of the Wildwood Stormwater Improvements project described on Exhibit B,

Hafner agrees to access fifty percent (50%) of the cost of Forty-Four Thousand Three Hundred Twenty-Six 00/100 Dollars (\$44,326.00) to Hafner and Hafner agrees to pay such percentage. Hafner further agrees that estimated assessment may be exceeded if the increases are a result of request made by Hafner or otherwise approved by Hafner in a subsequent separate written document. Hafner expressly waives any objection to any irregularity with regard to said improvement assessment and any claim that said amount thereof levied against Hafner's property is excessive together with all right to appeal in the courts. Hafner waives any and all procedural and substantive objections to the installation of the Wildwood Stormwater Improvements and the special assessments including, but not limited to notice and hearing requirements and any claim that the special assessment exceed the benefit. Hafner agrees to pay the special assessment when said special assessment comes due and payable. Hafner acknowledges the interest rate on the assessment shall be 4.5% per annum and repaid over a period of ten (10) years. In the event the property is sold, Hafner will satisfy the special assessment. Hafner agrees that they will not assign or let a purchaser of the property assume responsibility for the assessment.

6. Hafner hereby releases the City, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers (including the League of Minnesota Cities Insurance Trust), heirs, executors, and assigns from all claims, demands, obligations, or actions, past, present, and future whether known or unknown, at law or equity, whether arising by statute, common law, or otherwise, in any way, related to the Claim and work done related to the Claim. This release includes all claims for attorney fees or expenses related to the Claim.

7. Hafner shall indemnify, defend, and hold the City, and all of its elected and appointed officials, attorneys, indemnitors, agents, employees, insurers (including the League of Minnesota Cities Insurance Trust), heirs, executors, and assigns harmless against and in respect

of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liability, damages, recoveries, and deficiencies including interest, penalties, and attorneys' fees that the City incurs or suffers which result from or relate in any manner to this Agreement, the Claim asserted by Hafner or the work done related to the Claim.

8. With respect to claims or damages asserted against the City by a third party arising out of this Agreement, the Claim or the work done related to the Claim, Hafner will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the City; Hafner will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the City shall at all times also have the right to fully participate in the defense at the City's expense.

9. Formal Notice means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United State mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to Hafner:	Helen I. Hafner 812 Wildwood Court La Crescent, MN 55947
If to City	City Administrator City of La Crescent 315 Main Street La Crescent, MN 55947
With Copy to:	Attorney Al Wieser, III Wieser Law Office, P.C. 33 South Walnut Street, Suite 200 La Crescent, MN 55947

or to such other address as the party addressed shall have previously designated by notice given in accordance with this section. Notices shall be deemed to have been duly given on the

date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

Within a reasonable period of time after the City's receipt of actual notice of any matter giving Hafner's obligation pursuant to Paragraph 7 and 8 above, the City shall give the formal notice in reasonable detail to Hafner.

10. Hafner represents that she has been represented by counsel of her own choosing with respect to this Agreement, or has waived her right to be represented, and all matters covered by and relating to the Agreement. With respect to the execution of this Agreement, Hafner represents that she fully understands its terms, and that she has signed it knowingly and voluntarily. Hafner states that she has relied only upon her own investigation, and analysis, and has not relied upon any factual or legal representation of the City or the City's legal counsel.

11. The parties agree that this Agreement is not an admission of liability or wrongdoing on behalf of the City, or any of its agents, elected or appointed officials, or employees. The parties also agree that this Agreement does not set precedence between the parties.

12. The acceptance of the above-described consideration is a final and complete compromise between the parties, and there are no covenants, promises, undertakings, or understandings outside this Agreement regarding this matter.

13. This Agreement may be signed in counterparts, and each counterpart when signed shall have the efficacy of a signed original. Photographic and electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

14. The parties acknowledge that they are responsible for their own attorney's fees, costs and disbursements, and expenses incurred in connection with this Agreement.

15. The terms of this Agreement supersede and terminate all prior oral and written agreements and communications between the parties.

16. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota without regard to conflicts of law provisions.

17. Each party represents and agrees that they have carefully read this Agreement and knows and understands the contents of it.

18. In case any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby.

19. This Agreement shall have no effect until signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth opposite their respective signatures.

Signatures On Following Page

Dated: _____

Helen I. Hafner

THE CITY OF LA CRESCENT

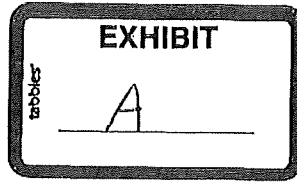
Dated: _____

By: _____
Mike Poellinger, Mayor

Dated: _____

By: _____
Bill Waller, City Administrator

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Email: rochester@whks.com
Website: www.whks.com



whks

engineers + planners + land surveyors

October 22, 2020

Mr. Bill Waller
City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947



RE: City of La Crescent
Wildwood Court Drainage
Engineer's Report

Dear Bill:

The City of La Crescent has requested an engineering report for the private drainage issue brought forward by the property owners of 818 and 808 Wildwood Court (Lots 3 & 4, Block 1 of Wildwood Addition). This subdivision was platted in 2009 and is attached for reference.

The scope of this report includes a summary of existing conditions, proposed solutions to the drainage concerns, expected impacts, opinion of probable construction costs, and potential funding opportunities.

Existing Conditions

We have reviewed the preliminary grading plan and the existing field conditions. The field conditions appear to direct drainage from the north end of the development around the west sides of Lots 4 & 5. From conversations with the property owners and a visual inspection of the area, it appears that the water pools approximately 30' east of the southwest corner of 808 Wildwood. It appears relatively flat from this area to the home at 818 Wildwood Court. The drainage around 818 does not appear to have positive drainage away from the foundation. Collected survey data shows little to no drainage away from the home and approximately 0.75 feet of fall from the back of the homes to the sidewalk.

This drainage issue is on private property and the City does not have a drainage easement on these lots.

Proposed Construction

We recommend that the private property owner address the positive drainage away from the home. We also looked at three options.

A. Direct stormwater to Wildwood Court between Lots 3 & 4.

This option would include grading of the lots from the location where the water currently pools to the front yard and across the sidewalk. There is approximately 0.75 feet of fall between these locations. However, there is little to no grade difference between the edge of the building and the

property line. There should be positive drainage away from a structure. This would result in about 0.25% slope on the graded area to get from the back of the home to the sidewalk. Areas less than 2% will experience standing water at times.

B. Construct new storm sewer pipe from Wildwood Court/Rosewood Drive intersection

This option would construct a new storm sewer main and related structures to drain the water from the described area. The storm sewer would be placed along Wildwood Court. A 375 foot by 10-foot area of bituminous would need to be replaced as part of this option. There would be a structure placed along the lot lines in the back yards of Lot 3 & 4. Site grading would still be required because the storm sewer will not be able to handle every storm. This option would require an easement from both Lot 3 & 4.

C. Grade the west side of the north and south parts of Lot 3

This option would grade the west yards of Lot 3 to direct drainage to the south and to the existing drainage easement. This option would also disturb existing landscaping to parts of Lot 2. While this would direct water to an existing drainage easement, it would direct additional water to that area, which may be problematic for property owners of Lots 1 & 2. This option would require an easement from both property owners of Lot 3. We did include grading in the drainage easements across Lots 1 & 2 as we anticipate that this swale would need to be increased in size. Exact sizing and impacts would be determined during final design. These areas contain landscaping. We did not include landscaping restoration in the project costs. There are also a few trees that may be impacted.

Opinion of Construction Costs

Construction cost opinions for the above options are as follows.

- A. \$8,000
- B. \$56,000
- C. \$32,000

Recommendations

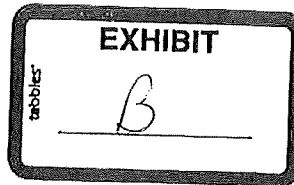
We recommend that the report is shared with the property owners. The City should select a preferred option. With any of these projects, easements would need to be acquired as this project is currently on private property. Funding options for this project include general fund expenditure, assessments, or a separate stormwater charge for the area. If the City chooses to assess or establish a charge for this area, the City Attorney should be consulted on what area (properties) can be assessed for the project as the drainage comes from several properties.

Sincerely,

WHKS & CO.

Timothy A. Hruska, P.E., L.S.
City Engineer

Zenke Incorporated
87 Main Street
La Crescent, MN 55947



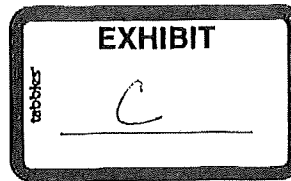
Estimate

Date	Estimate #
5/17/2021	20636

Wildwood Storm Project

Project

Description	Qty	Rate	Total
350' 12" RCP 140' 12" HDPE 1 storm inlet 2 Type 4 structures 410 SY bit.remove and replace 136 ton class 5 road rock site grading (No topsoil or landscaping) 75 sf concrete walk 20 lf curb Bid Job	1	44,326.00	44,326.00
Estimate good for 30 days.		Subtotal	\$44,326.00
		Sales Tax (6.875%)	\$0.00
		Total	\$44,326.00



CHAPTER 4

FOUNDATIONS

User note:

About this chapter: Chapter 4 provides requirements for constructing footings and walls for foundations of wood, masonry, concrete and precast concrete. In addition to a foundation's ability to support the required design loads, this chapter addresses several other factors that can affect foundation performance. These include controlling surface water and subsurface drainage, requiring soil tests where conditions warrant and evaluating proximity to slopes and minimum depth requirements. This chapter also provides requirements to minimize adverse effects of moisture, decay and pests in basements and crawl spaces.

SECTION R401 GENERAL

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2(1) shall meet the provisions of Section R322. Wood foundations shall be designed and installed in accordance with AWC PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have not more than two floors and a roof.
2. Where interior *basement* and foundation walls are constructed at intervals not exceeding 50 feet (15 240 mm).

Wood foundations in Seismic Design Category D_s, D₁ or D₂ shall be designed in accordance with accepted engineering practice.

R401.2 Requirements. Foundation construction shall be capable of accommodating all loads in accordance with Section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice.

R401.3 Drainage. Surface drainage shall be diverted to a storm/sewer conveyance or other approved point of collection that does not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The grade shall fall not fewer than 6 inches (152 mm) within the first 10 feet (3048 mm).

Exception: Where lot lines, walls, slopes or other physical barriers prohibit 6 inches (152 mm) of fall within 10 feet (3048 mm), drains or swales shall be constructed to ensure drainage away from the structure. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building.

R401.4 Soil tests. Where quantifiable data created by accepted soil science methodologies indicate *expansive soils*, *compressible soils*, shifting soils or other questionable soil characteristics are likely to be present, the *building official*

shall determine whether to require a soil test to determine the soil's characteristics at a particular location. This test shall be done by an *approved agency* using an *approved method*.

R401.4.1 Geotechnical evaluation. In lieu of a complete geotechnical evaluation, the load-bearing values in Table R401.4.1 shall be assumed.

TABLE R401.4.1
PRESUMPTIVE LOAD-BEARING
VALUES OF FOUNDATION MATERIALS^a

CLASS OF MATERIAL	LOAD-BEARING PRESSURE (pounds per square foot)
Crystalline bedrock	12,000
Sedimentary and foliated rock	4,000
Sandy gravel and/or gravel (GW and GP)	3,000
Sand, silty sand, clayey sand, silty gravel and clayey gravel (SW, SP, SM, SC, GM and GC)	2,000
Clay, sandy, silty clay, clayey silt, silt and sandy silt/clay (CL, ML, MH and CH)	1,500 ^b

For SI: 1 pound per square foot = 0.0479 kPa.

- a. Where soil tests are required by Section R401.4, the allowable bearing capacities of the soil shall be part of the recommendations.
- b. Where the building official determines that in-place soils with an allowable bearing capacity of less than 1,500 psf are likely to be present at the site, the allowable bearing capacity shall be determined by a soils investigation.

R401.4.2 Compressible or shifting soil. Instead of a complete geotechnical evaluation, where top or subsoils are compressible or shifting, they shall be removed to a depth and width sufficient to ensure stable moisture content in each active zone and shall not be used as fill or stabilized within each active zone by chemical, dewatering or presaturation.

SECTION R402 MATERIALS

R402.1 Wood foundations. Wood foundation systems shall be designed and installed in accordance with the provisions of this code.

R402.1.1 Fasteners. Fasteners used below grade to attach plywood to the exterior side of exterior *basement* or crawl-

3.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: July 1, 2021
RE: 2021 Street Improvement Project Bid Results

The bids for the 2021 local street improvement projects were opened at 10:00 am, on Wednesday, June 30, 2021. The bid results are attached.

City Engineer Tim Hruska will be in attendance at the meeting via zoom to review the bid results with the City Council.

The project includes the reconstruction of Spruce Drive between South 7th and South 11th Street, and Balsam Avenue.

The City Council has already adopted a reimbursement resolution for the project, with the intent of including the project costs in the 2022 street reconstruction bond.

In order to proceed with the project, we would suggest that the City Council accept the low bid from Zenke, Inc., and amend the 2021 general fund budget to reflect the expenditure.



BIDDER'S LIST

Job #9260

Balsam and Spruce Reconstruction
La Crescent, MN

Letting: June 30, 2021 @ 10:00 a.m.

	BID BOND	ADDENDUM	TOTAL BID
1 <u>Pember Companies</u>	<u>Yes</u>	<u>—</u>	\$ <u>346,445.⁰⁰</u>
2 <u>Zenke, Inc.</u>	<u>Yes</u>	<u>—</u>	\$ <u>274,486.⁵⁰</u>
3 _____	_____	_____	\$ _____
4 _____	_____	_____	\$ _____
5 _____	_____	_____	\$ _____
6 _____	_____	_____	\$ _____
7 _____	_____	_____	\$ _____
8 _____	_____	_____	\$ _____
9 _____	_____	_____	\$ _____
10 _____	_____	_____	\$ _____

WHKS & CO.		WHKS Job No. 9260		Zenke, Incorporated		Pember Companies, Inc.	
BALSAM & SPRUCE RECONSTRUCTION				87 Main Street		N4449 469th Street	
LA CRESCENT, MN				La Crescent, MN 55947		Menomonie, WI 54751	
LETTING DATE: JUNE 30, 2021 @ 10:00 AM							
ITEM	QUANTITY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
MOBILIZATION	1 LS		\$30,000.00		\$30,000.00	\$32,340.00	\$32,340.00
CLEARING & GRUBBING	2 TREE		\$1,750.00		\$3,500.00	\$2,500.00	\$5,000.00
REMOVE CATCH BASIN	4 EACH		\$500.00		\$2,000.00	\$500.00	\$2,000.00
REMOVE CONCRETE CURB AND GUTTER	1,400 LF		\$4.00		\$5,600.00	\$5.50	\$7,700.00
REMOVE CONCRETE DRIVEWAY PAVEMENT	90 SY		\$10.00		\$900.00	\$16.25	\$1,462.50
REMOVE BITUMINOUS PAVEMENT	5,700 SY		\$2.00		\$11,400.00	\$3.00	\$17,100.00
GEOTEXTILE FABRIC TYPE 5	1,150 SY		\$1.00		\$1,150.00	\$1.80	\$2,070.00
AGGREGATE BASE, CLASS 5	160 CY		\$35.00		\$5,600.00	\$53.00	\$8,480.00
STABILIZING AGGREGATE	640 CY		\$25.00		\$16,000.00	\$70.00	\$44,800.00
TYPE SP 9.5 WEARING COURSE MIX (2B)	550 TON		\$92.95		\$51,122.50	\$99.00	\$54,450.00
TYPE SP 12.5 NON WEARING COURSE MIX (2B)	900 TON		\$91.86		\$82,674.00	\$98.00	\$88,200.00
ADJUST VALVE BOX	4 EACH		\$300.00		\$1,200.00	\$225.00	\$900.00
F & I FRAME AND RING CASTING (SANITARY)	10 EACH		\$1,181.00		\$11,810.00	\$1,350.00	\$13,500.00
CONSTRUCT DRAINAGE STRUCTURE TYPE 1	4 EACH		\$1,861.00		\$7,444.00	\$3,100.00	\$12,400.00
CONNECT TO EXISTING STORM SEWER	4 EACH		\$750.00		\$3,000.00	\$900.00	\$3,600.00
6" CONCRETE DRIVEWAY PAVEMENT	90 SY		\$54.00		\$4,860.00	\$63.25	\$5,692.50
CONCRETE CURB AND GUTTER	1,400 LF		\$19.00		\$26,600.00	\$16.20	\$22,680.00
CONCRETE VALLEY GUTTER	35 SY		\$55.00		\$1,925.00	\$72.00	\$2,520.00
TRAFFIC CONTROL	1 LS		\$800.00		\$800.00	\$8,000.00	\$8,000.00
STORM DRAIN INLET PROTECTION	6 EACH		\$100.00		\$600.00	\$130.00	\$780.00
STABILIZED CONSTRUCTION EXIT	1 LS		\$1.00		\$1.00	\$970.00	\$970.00
TOPSOIL BORROW	40 CY		\$15.00		\$600.00	\$70.00	\$2,800.00
SODDING TYPE LAWN	600 SY		\$9.50		\$5,700.00	\$15.00	\$9,000.00
TOTAL BID					\$274,486.50		\$346,445.00

3.3

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: July 7th, 2021

RE: Planning Commission meeting minutes June 29th, 2021

Attached for your review are the minutes from the June 29th, 2021 meeting of the Planning Commission.

The Planning Commission approved a district rezoning change for Horse Track Meadows West from R-3 Multi-Family Residential to R1-A Low Density Residential. Findings supporting the rezoning classification are attached. The Planning Commission voted to approve the Preliminary plat for Horse Track Meadows West with proposed conditions of approval and findings of fact. The Planning Commission voted by consensus to begin future meetings by reciting the Pledge of Allegiance. The committee voted by consensus to take concerns about the Wagon Wheel trail to the city council for review.

TO: Planning Commission Members
Honorable Mayor and City Council members
FROM: Angie Boettcher, Administrative Assistant
DATE: June 30, 2021
RE: Meeting Minutes from June 29, 2021

The Planning Commission met at 5:30 p.m., on Tuesday, June 29, 2021 in the City Council Chambers at City Hall.

Pursuant to Minn. Stat. § 13D.021 and due to the COVID-19 pandemic, members of the Planning Commission and City Staff were given the option to attend the meeting by telephone or Zoom. The following members were present: Dave Hanifl, Jerry Steffes, Dave Coleman, Mike Welch, Greg Husmann. Linda Larson and Annie Stoecklein were absent. City Council member Dale Williams, Building/Zoning Official Shawn Wetterlin, City Sustainability Coordinator, Jason Ludwigson and City Administrative Assistant Angie Boettcher, and City Attorney Skip Wieser were also in attendance.

The meeting was called to order by Chair Hanifl.

1. Chair Hanifl asked for a motion to approve the minutes from the May 4, 2021 meeting.

Following discussion Member Husmann made a motion, seconded by Welch to approve the minutes.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Hanifl – Yes

Husmann – Yes

Welch – Yes

Coleman – Yes

Steffes – absent at time of vote

- 2&3. Chair Hanifl opened the 5:35 Public Meeting regarding Horse Track Meadows West/II preliminary plat application and district zoning change for 856 Bridle Lane.

Developer Mike Sexauer gave an overview of the project.

Chair Hanifl closed the Public Meeting.

- A. District Zoning Change:

Following discussion member Husmann made a motion, seconded by Welch to approve the district zoning change with the following findings:

Findings of Fact in Support of a Rezoning Classification to R1

1. The request to rezone is a reasonable request and is permitted by the zoning ordinance.
2. The request to rezone is in harmony with the general provisions and intent of the zoning ordinance and consistent with the goals of the 2016 Comprehensive Plan and general policies of the City of La Crescent.
3. The property commonly referred to as the "Horsetrack Meadows" or "Racetrack" and "Horsetrack Meadows West" were annexed by the City in September 2016 in order to make sure future development was done in the City.
4. In July 2019, the City of La Crescent approved an amendment to its Sewer Conveyance Agreement with the City of La Crosse to provide municipal sewer to the Horse Track Meadows property.
5. The rezoning is in response to a general change in market. Multifamily development is being satisfied with other development within the City.
6. The 2016 Comprehensive Plan identified few lots available for construction within the City. Granting the rezoning will meet an identified need for additional lots within the City for continued growth of the City.
7. The adjacent surrounding land uses are compatible with the rezoning request.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Hanifl – Yes

Husmann – Yes

Welch – Yes

Coleman – Yes

Steffes – Yes

B. Preliminary Plat Application:

Following discussion member Husmann made a motion, seconded by Welch to approve the Preliminary Plat with the following findings and conditions:

Conditions of Approval:

1. The special assessments in the amount of \$242,115.90, imposed on Lot 54, plus interest will be paid in full. Prior to recording, and approval of the final plat.
2. Development Agreement be in place to the satisfaction of the City Attorney, City Administrator, City Engineer, and City Council requiring the developer to install the improvements. Development Agreement should address the following:
 - A. Developer's engineering estimate for the utility and road extension ("Utility Plan").
 - B. Drainage easements to be identified on plat-it appears utility easements are drainage easements.

- C. Financial guarantee for the benefit of the City in the amount of 115% of the utility extension and road extension estimates. See 13.17B
 - D. Two (2) year Developer Warranty on improvements from date of City acceptance.
 - E. Improvements to be dedicated to the City.
 - F. Construction observation to be included in Developer agreement. WHKS to provide estimate for construction observation with cost paid by Developer or specially assessed.
3. That plat be joined in by any mortgagee of record, or alternatively Lot 54 be released from any existing mortgage.
 4. Stormwater Pollution Prevention Plan approved by the City Engineer. Drainage calculations need to be submitted to meet city and state requirements.
 5. Applicant/developer comply with the recommendations contained in the Engineering Report of Braun Intertec dated February 13, 2018. Developer to provide report to Purchasers of the lot.
 6. No site work shall commence until after approval of the final plat.
 7. No lots in Horsetrack Meadows West will be sold until final plat is recorded.
 8. Applicant obtaining all wetland mitigation permits from applicable federal, state, and local agencies, if needed.
 9. That the restrictive covenant prohibiting development of City owned land to the east of the entrance road be removed from the Horsetrack Meadows Development Agreement.
 10. Reduce the 20' wide walking path easement to 10' wide.

Findings of Fact for Approval of HTM West Preliminary Plat

1. The property owner proposes to use the property in a reasonable manner permitted by the Zoning Ordinance
2. The request is in harmony with the general purposes and intent of the ordinance and consistent with the comprehensive plan.
3. The basic layout of streets and lots are acceptable.
4. The property commonly referred to as the "Horsetrack Meadows" and "Horsetrack Meadows West" were annexed by the City in September 2016 in order to make sure future development was done in the City.
5. In July 2019, the City of La Crescent approved an amendment to its Sewer Conveyance Agreement with the City of La Crosse to provide municipal sewer to the Horse Track Meadows property.
6. The proposed development provides a mix of single family, twin home, and buildings.
7. The proposed development is consistent with the general vision for the City.
8. Developer has demonstrated an increased need in single family housing inventory within the City of La Crescent. Further the need for multi-family/apartment building is being satisfied before other developments within the City.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Hanifl – Yes

Husmann – Yes

Welch – yes

Coleman – Yes

Steffes – Yes

4. Member Husmann requested that each Planning Commission meeting begin with the Pledge of Allegiance. It was approved by consensus of the members.
5. Chair Hanifl discussed concerns he has with the Wagon Wheel Trail progress. It was a consensus by all members to take this to the City Council for review.
6. Consensus to adjourn at 6:33 pm.

The next Planning Commission meeting will be held on Tuesday, August 3rd.

#3.4



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: July 9, 2021
RE: Lift Station Improvements

The pumps and check valves at the Twi-Lite sanitary sewer lift station are in need of replacement. The City received the following proposals:

- Quality Flow - \$24,856.00
- DC Braun - \$25,225.00 – proposal does not include cost for freight or installation.

In order to proceed with the repair, we are suggesting that the City Council accept the proposal submitted by Quality Flow. There are funds in the sewer budget for this expenditure.

#3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: July 8, 2021
RE: Future Annexation Discussion

For City Council information, in 2010 the City Council initiated the first of many annexations in Crescent Valley. A map that shows the parcels of property that are still in La Crescent Township is included. Also included is the orderly annexation resolution from 2010, and the order from the Office of Administrative Hearings.

The orderly annexation resolution from 2010 included the language that the City agreed to not annex any property currently in the Township, but contiguous to the area included in the orderly annexation agreement, unless the property owners petitioned the City of La Crescent for annexation. That condition remained in effect for 10 years, and has now expired.

This item is presented for review, discussion, and direction.

To date, 45 property owners in Crescent Valley have voluntarily annexed into the City of La Crescent. All 45 of those properties are connected to City sewer. Of the 45 properties, 26 have also connected to City water.

There are 21 properties in Crescent Valley that are still in La Crescent Township.

Public improvements were constructed in Crescent Valley in 2011 and 2015.

In 2021, property owners that receive service from the 2011 improvement project would pay a connection fee of \$22,948 for sewer and \$10,546 for water. This amount has increased for 10 years, and will no longer continue to increase. The interest rate for property owners that choose to put the connection charges on their property taxes will need to be determined by the City Council.

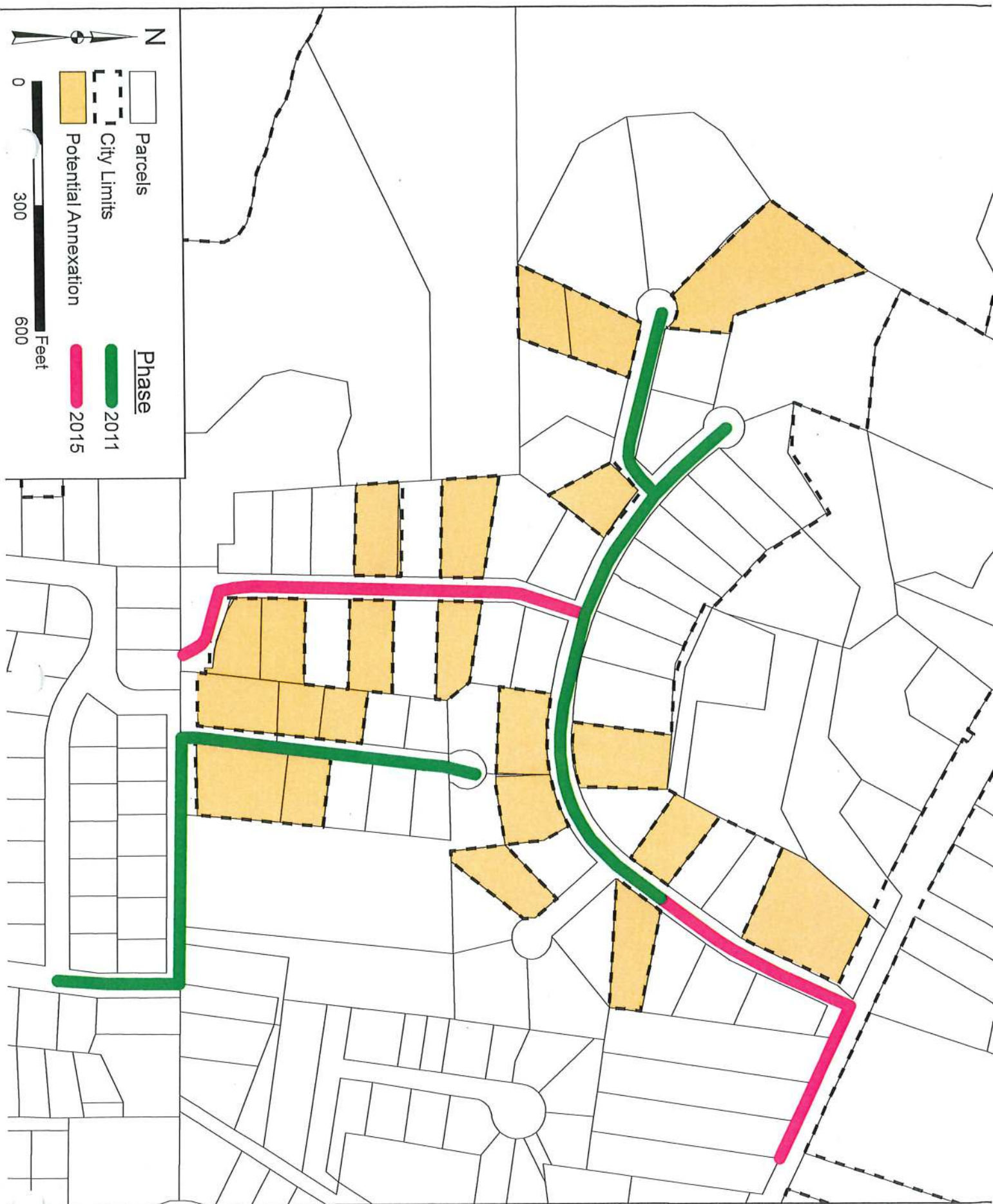
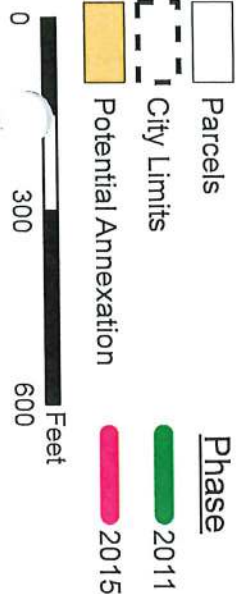
In 2021, property owners that receive service from the 2015 improvement project would pay a connection fee of \$24,284 for sewer and \$10,302 for water. The interest rate would be 3.2%.

The following are a few reasons that the City Council may want to consider as a basis to annex the balance of Crescent Valley:

1. The City has maintained and plowed the streets in Crescent Valley since 2010.
2. The City has maintained and improved the park in Crescent Valley.
3. The City continues to provide public safety services to all of Crescent Valley.
4. It takes the City three years to realize the full benefit of the annexation from a property tax perspective. The annexation resolution will require that for the first two years the City will return the Township portion of the tax to La Crescent Township.

The City Attorney will review the statutory basis under which the City Council may proceed with an annexation of the balance of the properties in Crescent Valley.

The next step in the process would be for the City Council to call for a public hearing on the proposed annexation, and authorize the City Attorney to prepare and distribute the required notices. We are suggesting that the public hearing be held at 5:30 pm at the second City Council meeting in August, which would be August 23, 2021.



CRESCENT VALLEY 2020

LA CRESCENT, MN

CITY OF LA CRESCENT RESOLUTION NUMBER 08-10-03

TOWNSHIP OF LA CRESCENT RESOLUTION NUMBER 2010-01

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARING

IN THE MATTER OF THE JOINT RESOLUTION
OF THE CITY OF LA CRESCENT AND THE
TOWNSHIP OF LA CRESCENT DESIGNATING
CERTAIN AREAS AS IN NEED OF ORDERLY
ANNEXATION PURSUANT TO MINNESOTA
STATUTES, SECTION 414.0325

**JOINT RESOLUTION FOR
ORDERLY ANNEXATION**

WHEREAS, individual property owners with property located within the Township of La Crescent ("Township") and legally described in Exhibit A, which is attached hereto and incorporated herein by reference, petitioned the City of La Crescent ("City") seeking annexation of that property to the City; and

WHEREAS, for ease of reference, the area of the Township proposed for annexation in accordance with this Joint Resolution and legally described in Exhibit A (hereinafter referred to as the "Subject Area") is shown on the map, Exhibit B, which is also attached hereto and incorporated herein by reference; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the Subject Area legally described in Exhibit A; and

WHEREAS, the Subject Area is currently residential property, in close proximity to the City, and is in need of orderly annexation since the Subject Area is urban or suburban and in need of City services; and

WHEREAS, the City has available capacity to provide needed services to the Subject Area; and

WHEREAS, the City and Township agree that orderly annexation of the Subject Area is in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the City and Township agree that the Subject Area legally described in Exhibit A is in need of immediate orderly annexation; and

WHEREAS, the City and Township desire to accomplish the immediate orderly annexation of the Subject Area without the need for any further hearing before the Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent and the Board of Supervisors of the Township of La Crescent agree as follows:

1. Designation of Subject Area. The Township and City hereby designate the Subject Area legally described in Exhibit A for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325:
2. Acreage of Subject Area. The Subject Area is approximately 12 acres.
3. Map of Subject Area. A boundary map showing the Subject Area legally described in Exhibit A is attached hereto as Exhibit B and is hereby incorporated herein by reference.
4. Population of Subject Area. The population of the Subject Area is 38.
5. No Hearing Required/Review and Comment Jurisdiction Only. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Subject Area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit is necessary. Upon the execution and filing of this Joint Resolution, the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit may review and comment hereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Subject Area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
6. Tax Reimbursement. Pursuant to Minnesota Statutes, Section 414.036, the City and Township agree that upon annexation of the area legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the property so annexed in an amount equal to one hundred (100) percent of the property taxes distributed to the Township in regard to the annexed area in the last year that property taxes from the annexed area were payable to the Township for the period and in accordance with the following schedule: (a) In the first year following the year the City could first levy on the annexed area, an amount equal to \$6,238.38; (b) In the second year an amount equal to \$6,238.38 and (c) In the third and final year, an amount equal to \$6,238.38.
7. Tax Rate Phase-in. Following annexation of the area legally described in Exhibit A, the tax rate of the City applied to the area of the Township hereby annexed shall be increased in substantially equal proportions over three (3) years to equality with the City's tax rate applicable to other property already within the City.

8. Notice of Intent Not Applicable. This Joint Resolution is not subject to the notice and publication requirements of Minn. Stat. § 414.0325, subd. 1b since this Joint Resolution designates the Subject Area for immediate annexation and all of the property owners of the Subject Area have petitioned the City to be annexed.
9. Municipal Services. After annexation of the Subject Area, the City shall be responsible for providing municipal governmental services within the Subject Area. In the event that property owners within the Subject Area desire to receive certain municipal service that the property owner is not currently receiving, property owners may file a petition with the City for such service and receive consideration from the City Council. The City Council will endeavor to provide property owner petitioned services to the requesting properties in a timely manner to the extent practicable in the judgment of the City Council based on factors, including but not limited to the following: cost, timing and feasibility of the service project; cost, timing and feasibility of other City improvement projects; demonstrated service need; location of the petitioning property; distance of petitioning property from the petitioned service; type of service; capital improvement plan; comprehensive plan and other City land use controls; new or existing development; environmental review; number of property owners seeking services; and financial considerations including but not limited to assessability of the service to the petitioning property and other likely situated properties, and the extent of property owner provided financing for the requested service. The City of La Crescent agrees to not annex any property that is currently in La Crescent Township, but contiguous with the area included in this orderly annexation agreement, unless the property owners petition the City of La Crescent for annexation. This condition will remain in effect for 10 years from the date that the orderly annexation is agreed upon between the City and the Township.
10. Termination. This Joint Resolution shall remain in full force and effect until completion of tax reimbursement to the Township in accordance with paragraph 6 of this Joint Resolution and until the condition in paragraph 9 has expired.
11. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
12. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
13. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.
14. Legal Description and Mapping. The Township and City agree, in the event there are errors, omissions or any other problems with the legal description provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit, to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit

B making the corrections requested or required by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit as necessary to make effective the annexation of the Subject Area in accordance with the terms of this Joint Resolution.

15. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to the City:

City Administrator
La Crescent City Hall

If to the Township:

Township Clerk
La Crescent Township

16. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.
17. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit and pay the required filing fee.

Passed, adopted, and approved by the Township Board of Supervisors of the Township of La Crescent, Houston County, Minnesota, this 13 day of September, 2010.

ATTEST:

TOWNSHIP OF LA CRESCENT

By: Karen Schuldt
Karen Schuldt, Township Clerk

By: DeWayne Severson
DeWayne Severson, Chair

Passed, adopted, and approved by the City Council of the City of La Crescent, Houston County, Minnesota, this 9th day of August, 2010.

ATTEST:

CITY OF LA CRESCENT

By: Bill Waller
Bill Waller, City Administrator

By: Mikel Poellinger
Mikel Poellinger, Mayor

EXHIBIT A
Legal Description

The Subject Area to be annexed in the attached Joint Resolution is legally described as follows:

Lovell Parcel: 1472 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 26, Block-001 & E1/2 Lot 25 B 347 P 269 of Crescent Valley Subdivision,
La Crescent Township, Houston County, Minnesota.

McNally Parcel: 1500 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 024, Block 001, Pt Lot 24 of Crescent Valley Subdivision, La Crescent Township,
Houston County, Minnesota.

Jensen Parcel: 1520 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 023 Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston
County, Minnesota.

Knowles Parcel: 1540 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 021 Block 001 B 325 P 60 of Crescent Valley Sub Division, La Crescent Township,
Houston County, Minnesota.

Ohm Parcel: 1566 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 019, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston
County, Minnesota.

Gund Parcel: 1572 West Lane, La Crescent MN 55947, more particularly described as:

Lot 017, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston
County, Minnesota.

Mau Parcel: 180 Crescent Avenue, La Crescent MN 55947, more particularly described as:

Lot 008, Block 001 of Crescent Valley Subdivision, La Crescent Township,
Houston County, Minnesota.

Kennebeck Parcel: 1623 West Lane, La Crescent MN 55947, more particularly described as:

Lot 013, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston
County, Minnesota.

Olson Parcel: 102 Janelle Avenue, La Crescent MN 55947, more particularly described as:

La Crescent Township Auditor Subdi. Block- K .32 Ac Pt SW1/4 SE1/4 - Pt Blk K,
La Crescent Township, Houston County, Minnesota.

Perrone Parcel: 1587 West Lane, La Crescent MN 55947, more particularly described as:

Lot 011, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston
County, Minnesota.

Thompson Parcel: 1580 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 018, Block 001 & PC In NE1/4 SW1/4 & PC In SE1/4 SW1/4 Sec 9-104-4 Adj To
Lot 18 On N'LY & W'LY Side of Crescent Valley Subdivision, La Crescent Township,
Houston County, Minnesota.

Kubicek Parcel: 148 Janell Avenue, La Crescent MN 55947, more particularly described as:

Lot 003, Block 002 of Crescent Valley First Addition, La Crescent Township, Houston
County, Minnesota.

Phillips Parcel: 1553 West Lane, La Crescent MN 55947, more particularly described as:

Lot 010, Block 001 B 320 P 414 & B 361 P 777 of Crescent Valley Subdivision,
La Crescent Township, Houston County, Minnesota.

Breeser Parcel: 1600 West Lane, La Crescent MN 55947, more particularly described as:

Lot 016, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston
County, Minnesota.

Platted Road Right of Way:

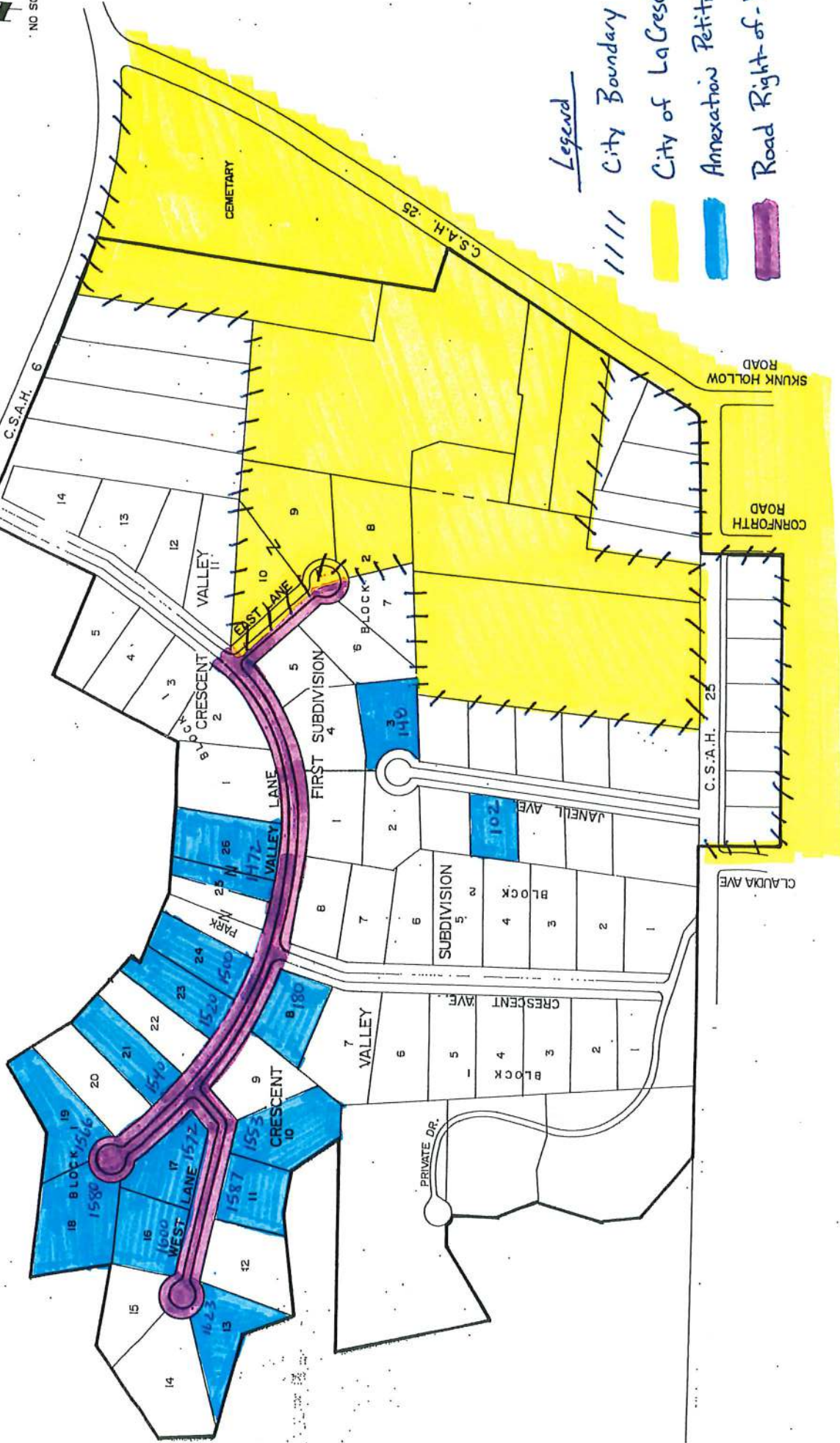
The area of street ROW of all of West Lane and all of Valley Lane as shown on the plat of
Crescent Valley Subdivision and all of East Lane and that part of Valley Lane southwesterly of
the intersection with East Lane, including said intersection, as shown on the plat of Crescent
Valley First Addition.

Boundary Map

The municipal boundary map referenced in the attached Joint Resolution, shall be the current City of La Crescent and its relation to the Subject Area to be annexed, legally described in Exhibit A, is attached hereto.

LOCATION MAP CRESCENT VALLEY SUBDIVISIONS AND ADJACENT AREAS

NO SCALE



Legend

- City Boundary
- City of LaCrescent
- Annexation Petition
- Road Right-of-Way

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE ORDERLY ANNEXATION)
AGREEMENT BETWEEN THE CITY OF LA CRESCENT) FINDINGS OF FACT
AND LA CRESCENT TOWNSHIP PURSUANT TO) CONCLUSIONS OF LAW
MINNESOTA STATUTES 414) AND ORDER

The joint resolution for orderly annexation submitted by the City of La Crescent and La Crescent Township was reviewed for conformity with applicable law. By delegation, the Chief Administrative Law Judge's designee hereby makes and files the following Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

1. On October 19, 2010, the Chief Administrative Law Judge reviewed and accepted the joint resolution which was adopted by the City on August 9, 2010 and Township on September 13, 2010, and duly filed with the Office of Administrative Hearings-Municipal Boundary Adjustments on September 28, 2010.

2. The joint resolution requests the designation and immediate annexation of certain property to the City of La Crescent described as follows:

Lovell Parcel: 1472 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 26, Block-001 & E1/2 Lot 25 B 347 P 269 of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

McNally Parcel: 1500 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 024, Block 001, Pt Lot 24 of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

Jensen Parcel: 1520 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 023 Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

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Ohm Parcel: 1566 Valley Lane, La Crescent MN 55947, more particularly described as:

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Gund Parcel: 1572 West Lane, La Crescent MN 55947, more particularly described as:

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Mau Parcel: 180 Crescent Avenue, La Crescent MN 55947, more particularly described as:

Lot 008, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

Kennebeck Parcel: 1623 West Lane, La Crescent MN 55947, more particularly described as:

Lot 013, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

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La Crescent Township Auditor Subdi. Block- K .32 Ac Pt SW1/4 SE1/4 - Pt Blk K, La Crescent Township, Houston County, Minnesota.

Perrone Parcel: 1587 West Lane, La Crescent MN 55947, more particularly described as:

Lot 011, Block 001 of Crescent Valley Subdivision, La Crescent

Township, Houston County, Minnesota.

Thompson Parcel: 1580 Valley Lane, La Crescent MN 55947, more particularly described as:

Lot 018, Block 001 & PC In NE1/4 SW1/4 & PC In SE1/4 SW1/4 Sec 9-104-4 Adj To Lot 18 On N'LY & W'LY Side of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

Kubicek Parcel: 148 Janell Avenue, La Crescent MN 55947, more particularly described as:

Lot 003, Block 002 of Crescent Valley First Addition, La Crescent Township, Houston County, Minnesota.

Phillips Parcel: 1553 West Lane, La Crescent MN 55947, more particularly described as:

Lot 010, Block 001 B 320 P 414 & B 361 P 777 of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

Breese Parcel: 1600 West Lane, La Crescent MN 55947, more particularly described as:

Lot 016, Block 001 of Crescent Valley Subdivision, La Crescent Township, Houston County, Minnesota.

Platted Road Right of Way:

The area of street ROW of all of West Lane and all of Valley Lane as shown on the plat of Crescent Valley Subdivision and all of East Lane and that part of Valley Lane southwesterly of the intersection with East Lane, including said intersection, as shown on the plat of Crescent Valley First Addition.

3. Minnesota Statutes §414.0325, subd. 1(h) states that in certain circumstances the Chief Administrative Law Judge may review and comment, but shall within 30 days order the annexation pursuant to the terms of a joint resolution for orderly annexation.

4. The joint resolution contains all the information required by Minnesota Statutes §414.0325, subd. 1(h), including a provision that the Chief Administrative Law Judge may review and comment but shall order the annexation within 30 days in accordance with the terms

of the joint resolution.

CONCLUSIONS OF LAW

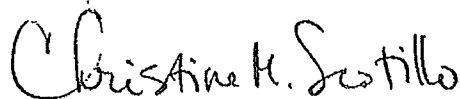
1. The Office of Administrative Hearings has duly acquired and now has jurisdiction of the within proceeding.
2. An order should be issued by the Chief Administrative Law Judge annexing the area described herein.

ORDER

1. The property described in Findings of Fact 2 is annexed to the City of La Crescent, the same as if it had originally been made a part thereof.
2. Pursuant to Minnesota Statutes §414.036, La Crescent Township will be reimbursed by the City of La Crescent in accordance with the terms of the Joint Resolution No. 08-10-03/2010-01 signed by the City on August 9, 2010 and the Township on September 13, 2010.
3. Pursuant to Minnesota Statutes §414.035, the tax rate of the City of La Crescent on the property herein ordered annexed shall be increased in substantially equal proportions over a period of three years to equality with the tax rate of the property already within the city.

Dated this 19th day of October, 2010.

For the Chief Administrative Law Judge's designee
P. O. Box 64620
St. Paul, Minnesota 55164-0620



Christine M. Scotillo
Executive Director
Municipal Boundary Adjustments

3.6



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: July 8, 2021
RE: 2022 MnDOT Transit Application

Attached for review and consideration by the City Council is the resolution to approve the State Transit Operating Assistance application for 2022. The resolution is adopted and submitted to MnDOT each year. In 2021, the City will receive approximately \$242,000 in Federal and State funds to operate the local bus service.

In order to continue to provide the local bus service, we would suggest that the City Council adopt the attached resolution.

RESOLUTION NO. 07-21-23

**RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LA CRESCENT
ENTERING INTO AN AGREEMENT WITH THE STATE OF MINNESOTA TO
PROVIDE PUBLIC TRANSPORTATION IN THE CITY OF LA CRESCENT**

IT IS RESOLVED that the City of La Crescent, Minnesota, enters into an Agreement with the State of Minnesota to provide public transportation in the City of La Crescent.

FURTHER RESOLVED that the City of La Crescent, Minnesota, agrees to provide a local share of up to fifteen percent (15%) of the total operating costs and up to twenty percent (20%) of total capital costs.

FURTHER RESOLVED that the City of La Crescent, Minnesota, agrees to provide one hundred percent (100%) of the local share necessary for expenses that exceed funds available from the State.

FURTHER RESOLVED that the City of La Crescent, Minnesota, authorizes the Mayor and/or City Administrator to execute the aforementioned Agreement and any amendments thereto.

FURTHER resolved that the City Administrator or Transit Manager is hereby authorized to execute requests for reimbursement to the Minnesota Department of Transportation.

ADOPTED this 12th day of July, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.7



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: July 9, 2021
RE: Tree Trimming/Fire Hydrants

At the request of City Council member Dale Williams this item was added to the agenda.

Attached is a copy of the letter that will be going out to homeowners that have boulevard trees that need to be trimmed. In addition, this item was also included in the City's 2021 spring newsletter.

Regarding the painting of fire hydrants, there are over 270 fire hydrants in the City. They do not all get painted in the same year. The City's Maintenance Department will focus on painting fire hydrants in August of 2021.

July 7, 2021

To whom it may concern:

It has come to the City's attention that there is/are tree(s) and/or shrub(s) on your property/boulevard that are not within the 'International Fire Code', *Section 503.2.1 (Fire apparatus access roads shall have an unobstructed width of not less than 20', and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm) (street side)*). In laymen's terms, we are requesting that you trim any of your tree(s)/shrub(s) that do not meet the specifications listed in Section 503.2.1. and have your tree(s)/shrub(s) trimmed to the edge of the road. Trees not trimmed to specification can and will cause damage to emergency and city maintenance vehicles' emergency lighting, as well as obstructing the crucial view of vehicles and pedestrians.

The City is asking that you please comply with this request within 10 working days. After that date, the City's maintenance department will trim the tree(s)/shrub(s) and you will be billed for time and labor costs.

If you have any questions or concerns, please feel free to contact one of the people listed below:

Tom Paulson, Fire Chief 895-2083

Shawn Wetterlin, Building/Zoning Official895-4409

Thank you for your prompt attention to this matter and your efforts to help us make this a safer community.



LA CRESCENT CITY NEWS

Visit our Website www.cityoflacscent-mn.gov

Spring/Summer 2021

City Hall Services

Beginning May 3rd, the La Crescent DMV will no longer require appointments. However, due to the continued COVID-19 protocols the following will be in place: Due to limited space available inside City Hall, we can only accommodate three DMV patrons to wait inside at a time. For all other City Hall business please check in at the front desk for assistance. Masks will also continue to be required while inside City Hall.

Wagon Wheel Phase 3 - Bike/Pedestrian Bridge

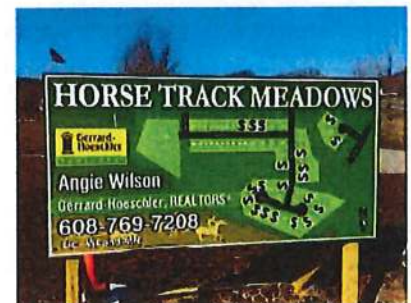
Construction for phase 3 of the Wagon Wheel project will begin this spring. A trellis style bridge will extend over Hwy 14/61. Entry and Exit points will be on S. 1st Street by Eitzen State Bank and Chestnut St. This project has been in the planning phase since 2017 and is funded in part by the 2018 State Bonding bill and MN DNR Grant (\$2.5 million), MNDot and the Transportation Alternatives Program (\$1 Million). To read more on this project, please go to the 'News' page on our website.



Horsetrack Meadows

Development Update

Located on County 6. More than half of the fifty-seven lots have sold and several homes are in the construction phase.



Safe Routes to School

As part of the Safe Routes to School plan, temporary street paint and ballards, similar to the picture on the right, will be placed at the intersections of Elm and South 4th St. and Elm and South 6th St. from July to October.

A similar layout will also be set up at the intersection of Walnut and Main Street sometime this year.

More information about Safe Routes to School can be found under 'Bike and Pedestrian Plan' on our website.



Explore La Crescent

Summer Recreation

La Crescent Aquatic Center: The Aquatic Center will open on Saturday, May 22nd, at 1:00 p.m. and will close for the season on Sunday, August 22nd, at 5:00 p.m. At this time the same restrictions apply as they did in 2020. Due to capacity restrictions, we will be limiting the use to those residents that attend or reside within the ISD 300 School District. For more information and guidance please visit 'Parks and Recreation' on our website: www.cityoflacrescent-mn.gov.

Summer Recreation: To view the Summer Recreation guide, visit 'Parks and Recreation' on our website: www.cityoflacrescent-mn.gov.

La Crescent Bicycle and Hiking Map

Pick up a newly updated La Crescent trail map at City Hall or the La Crescent Chamber of Commerce. It can also be found on the 'Parks and Recreation' page of our website.



City Parks

A complete listing of the City parks and their amenities can be found on our website: www.cityoflacrescent-mn.gov, 'Parks & Recreation'.

Old Hickory Park shelters are available to rent. If you are interested in renting for an event please call City Hall at 507-895-2595.

Wieser Park on County 6, at the entrance of the Horse Track Meadow addition, is now a City park. To reserve the shelter, please call 507-895-2595.

Tree Planting 2020 and 2021



Every Arbor Day, a group of volunteers along with City Maintenance staff plant numerous trees in the City. Due to COVID-19 in 2020, the group planting was canceled. However, an Arbor Day ceremonial tree was still planted at Veterans Park.

In 2021 a total of seventy more trees will be planted on Hickory Lane (10 trees) and Veterans Park (60 trees).

Pictured: Emma Fortsch plants the 2020 ceremonial Arbor Day tree at Veterans Park.

Building Permits

All permits for the City are now done online. Visit our website at: www.cityoflacrescent-mn.gov 'Administration' tab, 'Building & Zoning' sub-tab. If you are unsure if a permit is required, please call 507-895-2595 and ask for the Zoning Department.

Keep Trees Trimmed

Please keep trees trimmed back to the edge of the road/back of the curb to a height of 13'-6" to allow emergency vehicles to access your property and your neighbors.

Prescription Drug Drop-off Box

The Prescription Drug Drop-off box is located in City Hall and may be accessed during regular business hours 7:30 am - 6:00 pm M-Th. Meds can remain in their original containers. No need to remove or mark-out the labels. This is a confidential disposal unit. *No liquids or needles accepted.*



La Crescent Public Library

Beginning May 3rd, the La Crescent Library will have the following hours and services:



Monday, Wednesday, and Friday
(10:00 am - 6:00 pm)

For computer appointments and curbside pickup for materials.

Tuesday and Thursday
(10:00 am - 6:00 pm)

Open to public, no computer use and time limit request of no more than 20 minutes per person.

Saturday
(10:00 am - 2:00 pm)

Open to the public, no computer use and time limit request of no more than 20 minutes per person.

For more information visit the La Crescent Library Website at: www.lacrescent.lib.mn.us

#3.8

RESOLUTION NO. 07-21-24

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT IN JUNE, 2021**

WHEREAS, the following donations were made to the City of La Crescent in the month of June, 2021:

1. Lunxi Xia & Lea Li Zhang wishes to donate \$2,000.00 to Pine Creek Golf Course to assist with repairs and maintenance of the course.
2. Destination Dental wishes to donate \$100.00 to the La Crescent Police Department for National Night Out.
3. Coulee Firearms Training wishes to donate \$100.00 to the La Crescent Police Department for National Night Out.
4. Home Federal Savings Bank wishes to donate \$50.00 to the La Crescent Police Department for National Night Out.
5. TJ's Auto Glass wishes to donate \$50.00 to the La Crescent Police Department for National Night Out.
6. Scott Rybarik wishes to donate coffee and a coffee grinder to the La Crescent Fire Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donations stated above.

ADOPTED this 12th day of July, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator



#3.9
CITY OF LA CRESCENT
Department of Police
Chief Douglas J. Stavenau



July 1, 2021

Honorable Mayor and City Council Members
City Administrator Bill Waller

RE: 25th Annual Applefest Run to the Edge Scenic 5K Run / Walk
September 18, 2021 at 8:30 am

The 25th Annual Applefest Scenic 5K Run / Walk is currently being organized and I have attached a letter received from Dr. and Ms. Franta.

The event is being conducted on the same route as years previous and there are no anticipated public safety concerns. The Police Department would be glad to assist with the event. I would respectfully request the La Crescent City Council grant permission for the event to be held.

Thank you in advance for your consideration.

A handwritten signature in black ink, appearing to read "D. Stavenau".

Douglas Stavenau
Chief of Police

APPLEFEST SCENIC 5K RUN/WALK

P.O Box 55, La Crescent, MN 55947 | 507-895-8953 | frantasrun@aol.com

June 10, 2021

Doug Stavenau
Chief of Police
La Crescent Police Department
315 Main St.
La Crescent, MN 55947

Dear Doug Stavenau:

As per our email, we are moving forward with the planning of the 25th Applefest Run to the Edge Scenic 5K Run/Walk scheduled for Saturday, September 18, 2021 at 8:30 a.m. 2020 was a challenging year, but we feel confident we can hold this race safely. The course will remain the same as in past years. Race and course information can be found on our website at www.applefestscenic5k.com.

Two police officers are needed to assist with traffic control and guide the lead runners to the base of North Ridge. The finish line is located near the intersection of North Elm St. and McIntosh. We have notified the First Responders and the City of La Crescent as well. Any state protocols along with city guidelines/restrictions will be followed.

Thank you for your support and we look forward to discussing the future of this race with you.

Sincerely,



Applefest Scenic 5K run/walk

#3.10



WIESER LAW OFFICE, P.C.

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AL WIESER, JR.
Emeritus

TO: Honorable Mayor and City Council Members
CC: Bill Wallen, City Administrator
FROM: Skip Wieser, City Attorney
DATE: July 8, 2021 *7/8/21 City Atty*
RE: Review of Emergency Resolution

Attached for Council review find Resolution No. 03-20-12 declaring a special emergency.

This resolution was adopted March 23, 2020 after the Governor issued peace time emergency declaration. On July 1, 2021 the Governor's order expired. Therefore, it is appropriate for the City to rescind the attached resolution.

This will be reviewed with the City Council at the upcoming City Council meeting.

RESOLUTION NO. 03-20-12

RESOLUTION DECLARING A SPECIAL EMERGENCY

WHEREAS, the COVID-19 pandemic is an unforeseen, present, sudden, and unexpected situation, which requires immediate action to be taken to prevent damage to the health, safety, and welfare of the citizens of the City;

WHEREAS, Minn. Stat. § 13D.021 permits City Council Meetings to be conducted by telephone or other electronic means if certain conditions are satisfied; and

WHEREAS, Minn. Stats. §§ 12.37 and 365.37 authorize the City of La Crescent to declare a special emergency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota, that:

1. The City Council declares the COVID-19 pandemic constitutes a local emergency continuing until the State of Emergency for the State of Minnesota has been terminated.
2. The Mayor and the City Council hereby declares, under Minn. Stat. § 13D.021, that in-person meetings of the City Council and Planning Commission of the City of La Crescent are not practical or prudent due to the COVID-19 health pandemic. The Mayor and City Council hereby direct that meetings of the City Council and Planning Commission shall be conducted by telephone or other electronic means, and hereby directs City Staff to take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minn. Stat. § 13D.021, until such time as it is no longer impractical or imprudent.
3. That the decision of the City Administrator, in consultation with the Mayor, to close City Hall to the public on March 19, March 20, and March 23, 2020 is hereby affirmed. The Mayor and City Council hereby declare that City Hall will remain closed to the public until the expiration of Executive Order 20-04, as may be amended, or otherwise determined by the City Administrator in consultation with the Mayor, or further Resolution of the City Council.
4. Pursuant to Minn. Stat. § 12.37, the City may now enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and by providing emergency assistance; and exercise powers vested by the Statute in light of the exigencies of the disaster without compliance with time-consuming procedures and formalities prescribed by law pertaining to:

- a. the performance of public work;
- b. entering into contracts;
- c. incurring of obligations;
- d. employment of temporary workers;
- e. rental of equipment;
- f. purchase of supplies and materials;
- g. limitations upon tax levies; and
- h. the appropriation and expenditure of public funds, for example, but not limited to, publication of ordinances and resolutions, publication of calls for bids, provisions of civil service laws and rules, provisions relating to low bids, and requirements for budgets.

ADOPTED this 23rd day of March, 2020.

SIGNED:

Mayor

ATTEST:

City Administrator